

**LOS BANOS UNIFIED SCHOOL DISTRICT
GOVERNING BOARD OF EDUCATION
REGULAR MEETING
Los Banos City Council Chambers
520 J Street – Los Banos, CA 93635
Thursday, March 8, 2018
5:45 P.M. Study Session
6:15 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	Marielle Gimeno

C. Study Session:

1. Second Interim Report (5:45 P.M.)
2. Automated External Defibrillators (AEDs) Presentation (6:00)

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

1. Public Employees: Discipline/Dismissal/Release/Reassignment (Section 54957) (Action)
2. Student Discipline: Cases # 2158536565 (Action)
3. 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).

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. **REPORTS**

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

VII. **NEW BUSINESS**

- A. June Bond Measure (Page 7)

5 Min

It is recommended the Board adopt Resolution # 06-18 to place a 55% General Obligation Bond Measure on the June 2018 ballot.

Motion By _____ Seconded By _____

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

- B. Strategic Plan Process (Page 20)

15 Min

The Board will receive an overview of the Strategic Planning process that the Los Banos Unified School District will soon undertake.

C. Second Period Interim Budget Report (Page 21) **5 Min**

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

Motion By _____ Seconded By _____

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

D. Employee & Volunteer Recognition (Page 22) **5 Min.**

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

1. #07-18, Volunteer Recognition Week, April 15-22, 2018
2. #08-18, Day of the Teacher, May 9, 2018
3. #09-18, Classified School Employees' Week, May 20-26, 2018

Motion By _____ Seconded By _____

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

E. Local Control Accountability Plan Report (Page 26) **5 Min.**

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

F. CSEA Collective Bargaining Agreement (Page 27) **5 Min.**

It is recommended the Board hold a Public Hearing and ratify the changes to the Collective Bargaining Agreement (CBA) for the California School Employees' Association Chapter #92.

Open Public Hearing _____

Close Public Hearing _____

Motion By _____ Seconded By _____

Proposed Action: Approve

G. CSEA Memorandum of Understanding (Page 128) **5 Min.**

It is recommended that the Board approve moving the local holiday associated with July 4th from the current date of July 3, 2018 to July 5, 2018.

Motion By _____ Seconded By _____

Proposed Action: Approve

- H. LBTA Memorandum of Understanding (Page 130) **5 Min.**

It is recommended that the Board approve moving the local holiday associated with July 4th from the current date of July 3, 2018 to July 5, 2018.

Motion By _____ Seconded By _____

Proposed Action: Approve

- I. Proposed Change to the 2018-19 School Calendar (Page 132) **5 Min.**

It is recommended that the Board approve moving the local holiday associated with July 4th from the current date of July 3, 2018 to July 5, 2018.

Motion By _____ Seconded By _____

Proposed Action: Approve

- J. LBTA Agreement Proposal (Page 135) **5 Min.**

It is recommended the Board approve 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.

Motion By _____ Seconded By _____

Proposed Action: Approve

- K. CSBA Delegate Assembly Election (Page 137) **5 Min.**

It is recommended the Board cast its vote for one representative to the California School Boards' Association Delegate Assembly.

Motion By _____ Seconded By _____

Proposed Action: Cast vote

- L. Revised Salary Schedule (Page 140) **5 Min.**

It is recommended that the Board approve salary schedules to accompany the new job descriptions for Translator/Interpreter and the Speech Language Pathology Assistant.

Motion By _____ Seconded By _____

Proposed Action: Approve

VIII. CONSENT CALENDAR

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

A. Approval of Minutes

1. Regular Meeting, February 8, 2018 (Page 145)
2. Special Board Meeting, February 24, 2018 (Page 150)

B. Personnel Actions

1. Report of Certificated Employment (Page 151)
2. Report of Classified Employment (Page 152)

C. Monthly Fiscal Report (Page 153)

The monthly Fiscal Report is provided for Board information.

D. Quarterly Investment Report (Page 162)

The December 31, 2017 County Treasury Quarterly Investment Report is provided for information.

E. Quarterly SISC GASB 45 Trust Investment Report (Page 189)

The annual GASB 45 Trust Investment Report is submitted for information

F. Summer School Schedule (Page 194)

It is recommended the Board approve the 2018 Summer School schedule

G. Board Policy (Second Reading) (Page 195)

It is recommended the Board adopt the changes detailed to BP-3553 and AR-3553 to remain in compliance with the "Child Fair Hunger and Fair Treatment Act of 2017."

H. Holiday Schedule, Unrepresented Employees (Page 201)

It is recommended the Board approve the 2018-19 Holiday Schedule for Management, Supervisory and Confidential employees.

G. Contracts/Agreements/Proposals:

1. Agreement, Brandman University Student Teaching (Page 203)
2. Agreement, School Services of California, School Finance Services (Page 215)
3. Agreement, CSU, Stanislaus Student Teaching & School Admin. Field Experience (Page 219)
4. Agreement, AT&T Wide Area Network, (Page 225)

I. Overnight/Out-of-State Travel

1. LBJH Students, MESA Regional Competition, UC Santa Barbara, April 20-21, 2018 (Page 227)
2. MSE Administrator, Kagan Leadership Academy, Orlando, FL July 9-13, 2018 (Page 228)
3. LBHS Teacher, NAEA Convention, Seattle, WA, March 22-24, 2018 (Page 229)
4. PHS Students, MESA Regional Competition, UC Santa Barbara, April 20-21, 2018 (Page 230)
5. LBHS Band, Performance at Knott's Berry Farm, Buena Park, CA, April 5-7, 2018 (Page 231)
6. PHS Band, Hollywood Heritage Festival, Woodland Hills, CA April 6-8, 2018 (Page 232)

J. Obsolete Books (Page 233)

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

K. Approval/Ratification of Warrants

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

IX. **REPORTING CLOSED SESSION ACTION**

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

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

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

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

The Board will report if action was taken in closed session

XIII. **ADJOURNMENT**

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

Board Reference Material

SUBJECT TITLE: Resolution Ordering Bond Measure Election

REQUESTED ACTION: Adopt Resolution

Action X

Discussion/Information _____

RECOMMENDATION:

It is recommended the Board adopt Resolution #06-18 to place a 55% General Obligation Bond Measure on the June 2018 ballot.

BACKGROUND INFORMATION:

The Board has discussed placing a 55% bond measure on the June ballot for several months. Community information study sessions were held to discuss the possible bond measure.

The Board has before it tonight a Resolution for an upcoming school bond election. The Resolution will call an election to be held within the District on June 5, 2018, and consolidate said election with the statewide primary election of the same date. The Measure, if approved by 55 percent or more of the registered voters voting at the election, will authorize the District to issue general obligation bonds in the amount of \$65,000,000.00 for the purpose of raising money for the improvement, upgrade, renovation, and replacement of the District's existing schools, facilities, and construction of additional schools. A description of the projects is contained in the resolution.

This bond measure proposal has been deliberately designed to address the District's most critical school facility needs through a prudent, responsible no-tax-rate increase financing plan, including strict accountability measures required by law. If approved by local voters, all funds from the proposed measure will stay local, dedicated to improving Los Banos Unified school facilities.

After the staff presentation, the Board will discuss this topic. After Board discussion, the matter should be opened for any public comment. Following the public comment, it is recommended the Board take action to adopt this resolution.

If the Board adopts the Resolution, it will be forwarded to the County so that appropriate steps can be taken to place the Measure on the June 5 ballot.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

Board Goal #7: Secure revenue source needed to build facilities to keep pace with student enrollment growth.

ALTERNATIVES/IDENTIFIED OPPOSITION:

Any group or individual that would be opposed to raising taxes in this manner.

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

There will be a cost associated with holding an election. The cost will vary depending on the number of issues on the June ballot. The election cost for the 2004 School Board election was approximately \$2,500. This cost would be paid from the General Fund.

ORIGINATOR: Mark Marshall, Ed.D., Superintendent

Date: March 8, 2018

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

RESOLUTION NO. 06-18

RESOLUTION ORDERING AN ELECTION TO AUTHORIZE THE
ISSUANCE OF SCHOOL BONDS, ESTABLISHING SPECIFICATIONS
OF THE ELECTION ORDER, AND REQUESTING CONSOLIDATION
WITH ANY OTHER ELECTIONS OCCURRING ON JUNE 5, 2018

WHEREAS, in the judgment of the Board of Education (the “Board”) of the Los Banos Unified School District (the “District”), it is advisable to call an election to submit to the electors of the District the question of whether the bonds of the District shall be issued and sold for the purpose of raising money for the improvement, upgrade, and renovation of the District’s existing schools and the acquisition and construction of additional school facilities and classrooms; and

WHEREAS, schools and facilities within the District are aging and in need of expansion, replacement, repair, or upgrading to ensure the health and safety of pupils, staff and community and provide adequate housing for the District’s pupils; and

WHEREAS, antiquated facilities systems throughout the schools are both ineffective and costly to operate and need to be updated; and

WHEREAS, providing for the safety and security of students and staff while at school is a core responsibility of the District and is essential to quality teaching and learning; and

WHEREAS, District schools need technology infrastructure and tools to meet curricular requirements and prepare students for success upon graduation; and

WHEREAS, excellent schools and classrooms benefit the District’s ability to recruit and retain excellent teachers and keep our community vital by continuing to attract young families; and

WHEREAS, without a local school bond, the District will lose the opportunity to receive state matching funds which will then be awarded to other school districts; and

WHEREAS, as a result of the approval of Proposition 39 on November 7, 2000, Article XIII A, Section 1, paragraph (b) of the California Constitution (“Article XIII A”) provides an exception to the limit on *ad valorem* property taxes on real property for bonded indebtedness incurred by a school district that has been approved by fifty-five percent (55%) of the voters of the District voting on the proposition; and

WHEREAS, pursuant to California Education Code section 15264, *et seq.* (the “Act”), this Board is specifically authorized, upon approval by two-thirds (2/3) of the Board, to submit to the electorate of the District the question of whether bonds of the District shall be issued and sold for specified purposes, upon a fifty-five percent (55%) vote of the electorate in favor on the question, pursuant to paragraph (3) of said subdivision (b) of Section 1 of Article XIII A and subdivision (b) of Section 18 of Article XVI of the California Constitution; and

WHEREAS, pursuant to California Election Code section 10403, *et seq.*, it is appropriate for the Board to request consolidation of the election with any and all other elections to be held on Tuesday, June 5, 2018, and to request the election officials of Merced County (the “County”) to perform certain election services for the District.

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

1. **Call for Election.** The Board hereby orders an election and submits to the electors of the District the question of whether general obligation bonds of the District shall be issued and sold in the principal amount not to exceed \$65,000,000 for the purpose of raising money for the improvement, upgrade, renovation, and replacement of the District’s existing schools, facilities, and improvements, and the acquisition and construction of additional schools, facilities, and improvements, and paying costs incident thereto, as set forth more fully in a ballot proposition approved pursuant to Section 3 below. This Resolution constitutes the order of the District to call such election.

2. **Election Date.** The date of the election shall be June 5, 2018, and the election shall be held solely within the boundaries of the District.

3. **Purpose of Election; Ballot Proposition.** The purpose of the election shall be for the voters of the District to vote on a proposition, a full copy of which is attached hereto as ***Exhibit A***, containing the question of whether the District shall issue the Bonds for the purposes stated therein, together with the accountability requirements of Article XIII A and the requirements of section 15272 of the Act. As required by California Elections Code section 13247, the abbreviated form of the measure to appear on the ballot is attached hereto as ***Exhibit B***. The District’s Superintendent (or designee) is hereby authorized and directed to make any changes to the text of the proposition or its abbreviated form as required to comply with the intent of this Resolution, the requirements of elections officials, and requirements of law.

4. **Authority for Election.** The authority for ordering the election is contained in California Education Code section 15264, *et seq.*, and Article XIII A, Section 1, paragraph (b), subsection (3) of the California Constitution. The authority for the specification of this election order is contained in California Education Code section 5322.

5. **School Facilities Projects.** A list of the specific school facilities projects and uses to be funded from the proceeds of the bonds is set forth in ***Exhibit A***. As required by

Article XIII A, the Board hereby certifies that it has evaluated safety, class-size reduction, and information technology needs of the District in developing the list of school facilities projects and uses set forth in *Exhibit A*.

6. **Covenants of the Board upon Approval of the Bonds by the Electorate.** As required by Article XIII A and section 15272 of the Act, if fifty-five percent (55%) of the voters of the District voting on the measure approve of the bonds, the Board shall:

(a) Use the bond proceeds only for the purposes authorized under Article XIII A, including construction, reconstruction, rehabilitation, or replacement of school facilities, furnishing and equipping of school facilities, and the acquisition or lease of real property for school facilities, as specifically set forth in *Exhibit A*, and costs incident thereto, and not for any other purpose, including salaries and other routine school operating expenses;

(b) Conduct an annual, independent performance audit to ensure that the bond proceeds have been expended only on the projects and uses listed in *Exhibit A*;

(c) Conduct an annual, independent financial audit of the proceeds from the sale of the Bonds until all of those proceeds have been expended for school facilities projects and uses listed in *Exhibit A*; and

(d) Establish and appoint members to an independent citizens' oversight committee in accordance with sections 15278, 15280, and 15282 of the Act.

7. **Delivery of this Resolution.** The Clerk of this Board is hereby authorized and directed to send or hand deliver a copy of this Resolution to the County Superintendent of Schools and the County Registrar of Voters by no later than March 9, 2018.

9. **Ballot Arguments; Tax Rate Statement.** Any and all members of this Board are hereby authorized to act as an author of any ballot argument prepared in connection with the election, including a rebuttal argument. The Superintendent, President of the Board, or their designees, are hereby authorized to execute any Tax Rate Statement or other document and to perform all acts necessary to place the bond measure on the ballot.

10. **Consolidation of Election; Election Services.** The County Registrar of Voters and the County Board of Supervisors are hereby requested to consolidate the election ordered hereby with any and all other elections to be held on June 5, 2018, within the District. Pursuant to section 5303 of the Education Code and section 10002 of the Elections Code, the County Board of Supervisors is requested to permit the County Registrar of Voters, and other appropriate officials of the County, to render all services necessary in connection with the bond election including, but not limited to, publication of a Formal Notice of School Bond Election pursuant to Education Code section 5363 and related law (the proposed form of which is attached hereto as *Exhibit C*), the mailing of the sample ballot and tax rate statement (described in section 9401 of the Elections Code), the opportunity to submit ballot arguments in connection with the bond election, the canvassing and certification of the returns of the

election, and other ballot requirements pursuant to Elections Code section 15123, for which services the District agrees to reimburse the County as required by law.

11. **Severability.** If any section, subsection, phrase or clause of this Resolution, or its application to any person or circumstance, is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Resolution, or their application to any other person or circumstance. The Board declares that it would have adopted this Resolution and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, sentences, phrases or clauses, or their application to any person or circumstance, shall be declared invalid.

12. **Effective Date.** This Resolution shall take effect immediately upon its adoption.

* * * * *

PASSED AND ADOPTED on March 8, 2018, by the following vote:

AYES: _____

NOES: _____

ABSTENTIONS: _____

ABSENT: _____

By: _____
President, Board of Education of the
Los Banos Unified School District

ATTEST:

Clerk, Board of Education of the
Los Banos Unified School District

EXHIBIT A

FULL TEXT OF BOND MEASURE

for

LOS BANOS UNIFIED SCHOOL DISTRICT

INTRODUCTION

The Los Banos Unified School District (the “District”) is located in Merced County, California. The District operates eight elementary schools, one junior high school, two comprehensive high schools, one alternative high school, and one independent study school. The District’s area equals approximately 640 square miles serving approximately 11,000 students. The District was established in 1965 and has several aging schools, and it faces other challenges to its capacity to adequately house all of its students. The District has an ongoing need for facilities and infrastructure, including District-wide repair and replacement of deteriorating roofs, plumbing, and electrical systems, and District-wide safety improvements including fire alarms, smoke detectors, emergency communications, fencing, security cameras, and traffic flow at sites, including pick-up and drop-off zones. The District also has a need for modernization of outdated classrooms and science labs to meet rising college admission requirements and improve instruction in science, technology, engineering, arts, math and skilled trades, including the construction of a new science wing at Pacheco High School. Loftin Stadium must be upgraded for improved safety, and to support student and community health, fitness and athletic programs. The District needs to relieve severe overcrowding by constructing a new elementary school and adding a new academic classroom wing at Creekside Junior High School. A much larger, and much longer term solution to address issues of growth and facilities upgrades and refurbishment of aging facilities, will be consideration of the District asking the voters to approve a General Obligation Bond.

The State of California requires a local match, funded primarily through local, general obligation bonds, for school districts wishing to pursue matching state funds for the upgrade or replacement of school buildings and facilities. The millions of dollars potentially available through the State match allows local taxpayers to benefit from the tax dollars they already pay to Sacramento.

It is imperative that our students are housed in safe schools. In addition, our students would benefit from complete, comprehensive, and efficient schools. We need to act locally to build, upgrade, and refurbish safe and modern schools to ensure our students have the educational opportunities they deserve.

BONDS

Without raising current tax rates and to repair deteriorating roofs, plumbing, electrical systems, upgrade classrooms/labs/facilities for science, technology, engineering, math, and career training, improve student safety/security, and construct new school facilities to relieve overcrowding, shall Los Banos Unified School District issue \$65,000,000 in bonds at legal rates, raising on average 4.3 cents/\$100 of assessed value (\$3,800,000 annually) for approximately 35 years, to improve local schools, with independent audits, citizen oversight and all funds locally controlled?

MEASURE

To improve local schools by:

- repairing deteriorating roofs, plumbing, and electrical systems;
- upgrading classrooms/labs/facilities for science, technology, engineering, math, and career training;
- improving student safety/security; and
- constructing new facilities to relieve overcrowding.

As required by the California Constitution, the proceeds from the sale of the bonds will be used only for the purposes authorized under Article XIII A of the California Constitution, including construction, reconstruction, rehabilitation, or replacement of school facilities, furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities, as specifically set forth in this Exhibit A, and costs incident thereto, and not for any other purpose, including salaries and other routine school operating expenses.

The following list describes the specific projects the District proposes to finance with proceeds of the bonds. The scope of specific projects, the order of construction, and their completion is contingent on final project costs and the availability of needed funds. Further, projects on the project list are of the type that issuing the authorized general obligation bonds as stated will not cause the State to reduce any financial hardship contribution that would otherwise be available to the District had these bonds not been authorized, issued, and or expended for their stated purpose.

SCHOOL FACILITIES PROJECTS TO BE FUNDED FROM BOND PROCEEDS

The following list includes both projects that can be completed using the bond proceeds along with State matching funds and other building funds the District is projected to receive, and projects that are planned and needed but whose construction is contingent on the amount of bond funds available along with the amount of State matching and other building funds the District may receive in the future, which is a function of the State building program rules, passage of State bonds, and the growth rate of the District. The completion of specific projects is also contingent on final project costs.

- **Improve Safety** - fire alarms, smoke detectors, emergency communications, fencing, security cameras, traffic flow at sites, including pick-up and drop-off zones, etc., District-wide.
- **Repair or Replace** aging, deteriorating roofs, plumbing, and electrical systems, District-wide.
- **Modernize** outdated classrooms and science labs to meet rising college admission requirements and improve instruction in science, technology, engineering, arts, math and skilled trades, District-wide, including adding a new science wing at Pacheco High School.
- **Upgrade Loftin Stadium** for improved safety, and to support student and community health, fitness and athletic programs.
- **Relieve Severe Overcrowding**, including by constructing a new elementary school and adding a new academic classroom wing at Creekside Junior High School.

These projects may include participation in the State Facility Program's Joint-Use Program to gain matching funds for teacher education, multi-purpose rooms, gymnasiums, libraries, childcare, and other qualifying joint-use facilities. With respect to such joint-use projects, the bond funds authorized by this Measure may be used to pay all of the local share needed to qualify the projects for special State matching funds under the State Facility Program's Joint-Use Program requirements.

The Board of Education hereby certifies that it has evaluated the safety, class-size reduction, and information technology needs of the District in developing this list of school facilities projects.

ACCOUNTABILITY MEASURES

If the bonds are approved, the Board of Education will implement the following accountability measures in accordance with State law:

- (a) Use the bond proceeds only for the purposes authorized under Article XIII A of the California Constitution, including construction, reconstruction, rehabilitation, or replacement of school facilities, furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities and related uses, as specifically set forth in this Exhibit A, and costs incident thereto, and not for any other purpose, including salaries and other routine school operating expenses;
- (b) Conduct an annual, independent performance audit to ensure that the bond proceeds have been expended only on the projects and uses listed in this Exhibit A;
- (c) Conduct an annual, independent financial audit of the proceeds from the sale of the bonds until all of those proceeds have been expended for school facilities projects and uses listed in this Exhibit A; and

- (d) Establish and appoint members to an independent citizens' oversight committee to ensure the bonds are used only for the projects and uses listed in this Exhibit A.

STATE MATCHING FUNDS

California Education Code section 15122.5 requires the following statement to be included in this sample ballot:

“Approval of this bond measure does not guarantee that the proposed projects in the School District that are the subject of bonds under this measure will be funded beyond the local revenues generated by this bond measure. The school district’s proposal for certain of the projects assumes the receipt of matching state funds, which are subject to appropriation by the Legislature or approval of a statewide bond measure.”

ANNUAL TAX AMOUNT, RATE, AND DURATION

The bonds shall bear interest at an annual rate not exceeding the statutory maximum. The maturity of the bonds shall not exceed the maximum term allowed by law at the time of issuance (currently 25 years if issued under Education Code section 15140, or 40 years if issued under Government Code section 53508, so long as the bonds are not capital appreciation bonds (“CABs,” which CABs are limited to 25 years)). Accordingly, as further set forth in the tax rate statement, the *ad valorem* tax will be levied at such rates and for so long as may be required to meet the debt service needs of the bonds proposed to be issued, including such bonds that may be issued to refund any approved bonds.

* * *

The listed projects will be completed as needed. Each project is assumed to include its share of furniture, equipment, architectural, engineering, and similar planning costs, program/project management, and a customary contingency for unforeseen design and construction costs. In addition to the listed projects stated above, the Project List also includes the acquisition of a variety of instructional, maintenance and operational equipment, including the reduction or retirement of outstanding lease obligations and interim funding incurred to advance fund projects from the Project List; payment of the costs of preparation of all facility planning, facility studies, assessment reviews, facility master plan preparation and updates, environmental studies (including environmental investigation, remediation and monitoring), design and construction documentation, and temporary housing of dislocated District activities caused by construction projects.

The construction of facilities included in the project list above is assumed to include the construction of new schools, classrooms and support sites, including the acquisition of land, necessary furnishings, equipment, technology, and installation of site infrastructure, as needed

to accommodate continued growth or shifts in student population and provide additional learning facilities or replace aging facilities.

In addition to the projects listed above, the repair and renovation of each of the existing school facilities may include, but not be limited to, some or all of the following: renovate student and staff restrooms; upgrade or install signage, clocks and fencing; repair and replace heating and ventilation systems; upgrade of facilities for energy efficiencies; repair and replace worn-out and deteriorated roofs, windows, walls, doors and drinking fountains; upgrade public address systems; install wiring and electrical systems to safely accommodate computers, technology and other electrical devices and needs; meet earthquake safety standards; improve water conservation; upgrade or construct support facilities, including administrative, physical education (including upgrading gyms, stadiums, athletic facilities, tracks, bleachers, lockers and equipment rooms), theater, and agricultural education classrooms and labs and performing arts and music classrooms; repair and replace fire alarms, emergency communications and security systems; resurface or replace hard courts, turf, install all-weather turf; irrigation and drainage systems and campus landscaping; replace asphalt and broken pavement; expand or improve parking lots and drop-off areas; replace portable classrooms; interior and exterior painting, floor covering and tile replacement; upgrade or expand school cafeterias; construct various forms of storage and support spaces and classrooms; repair, upgrade and install interior and exterior lighting systems; improve athletic fields and shade structures, including adding solar shade structures, and solar panels; replace or upgrade outdated security fences, gates and security systems (including access control systems); and upgrade heating, ventilation and air conditioning systems. The upgrading of technology infrastructure includes, but is not limited to, servers, switches, routers, modules, sound projection systems, call manager and network security/firewall, wireless technology systems, and other miscellaneous equipment. Some projects throughout the District may be undertaken as joint use projects in cooperation with other local public or non-profit agencies. The final cost of each project will be determined as plans and construction documents are finalized, construction bids are received, construction contracts are awarded and projects are completed. Based on the final costs of each project, certain of the projects described above may be delayed or may not be completed. Demolition of existing facilities and reconstruction of facilities scheduled for repair and upgrade may occur, if the Board determines that such an approach would be more cost-effective in creating more enhanced and operationally efficient campuses. Necessary site preparation/restoration may occur in connection with new construction, renovation or remodeling, or installation or removal of relocatable classrooms, including ingress and egress, removing, replacing, or installing irrigation, utility lines, trees and landscaping, relocating fire access roads, and acquiring any necessary easements, licenses, or rights of way to the property. Bond proceeds shall only be expended for the specific purposes identified herein. The District shall create an account into which proceeds of the bonds shall be deposited and comply with the reporting requirements of Government Code section 53410.

EXHIBIT B

BOND MEASURE
for
LOS BANOS UNIFIED SCHOOL DISTRICT
(Abbreviated Form)*

<p>“Without raising current tax rates and to repair deteriorating roofs, plumbing, electrical systems, upgrade classrooms/labs/facilities for science, technology, engineering, math, and career training, improve student safety/security, and construct new school facilities to relieve overcrowding, shall Los Banos Unified School District issue \$65,000,000 in bonds at legal rates, raising on average 4.3 cents/\$100 of assessed value (\$3,800,000 annually) for approximately 35 years, to improve local schools, with independent audits, citizen oversight and all funds locally controlled?”</p>	BONDS – YES
	BONDS – NO

* Limited to 75 words pursuant to California Elections Code section 13247.

EXHIBIT C

FORMAL NOTICE OF SCHOOL BOND ELECTION

NOTICE IS HEREBY GIVEN to the qualified electors of the Los Banos Unified School District of Merced County, California, that in accordance with the provisions of the Education Code of the State of California, an election will be held on June 5, 2018, within the District, at which election the following measure shall be submitted to the qualified electors of the District and voted upon:

“Without raising current tax rates and to repair deteriorating roofs, plumbing, electrical systems, upgrade classrooms/labs/facilities for science, technology, engineering, math, and career training, improve student safety/security, and construct new school facilities to relieve overcrowding, shall Los Banos Unified School District issue \$65,000,000 in bonds at legal rates, raising on average 4.3 cents/\$100 of assessed value (\$3,800,000 annually) for approximately 35 years, to improve local schools, with independent audits, citizen oversight and all funds locally controlled?”

Bonds – Yes

Bonds – No

The bonds shall bear interest at an annual rate not exceeding the statutory maximum. The maturity of the bonds shall not exceed the maximum term allowed by law at the time of issuance (currently 25 years if issued under Education Code section 15140, or 40 years if issued under Government Code section 53508, so long as the bonds are not capital appreciation bonds (“CABs,” which CABs are limited to 25 years)). Accordingly, as further set forth in the tax rate statement, the *ad valorem* tax will be levied at such rates and for so long as may be required to meet the debt service needs of the bonds proposed to be issued, including such bonds that may be issued to refund any approved bonds.

All of the purposes enumerated in the foregoing measure shall be united and voted upon as one single measure, with precincts, places of holding the elections and officers appointed to conduct the elections to be the same as those provided for the statewide gubernatorial primary election to be held on June 5, 2018 under the Notice of Election published _____.

This election has been called pursuant to a Resolution of the Board of Education of the Los Banos Unified School District, adopted on March 8, 2018. The Elections Official of the County of Merced hereby gives formal notice of the election in accordance with the provisions of Education Code section 15120.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2018.

Registrar of Voters
Merced County, California

Board Reference Material

SUBJECT TITLE: Strategic Planning Process

REQUESTED ACTION:

Action _____

Discussion/Information X

RECOMMENDATION:

The Board will receive an overview of the Strategic Planning process that the Los Banos Unified School District will soon undertake.

BACKGROUND INFORMATION:

The Los Banos Unified School District (LBUSD) is creating a new direction for the school district to strategically align its resources with the identified needs of its community. As part of this process, LBUSD will embark on a strategic planning process that will lead to a stronger and more viable school district. A Strategic Plan is intended to assist LBUSD in focusing its resources in a manner that will best benefit its students. The process will be ongoing as LBUSD moves into the future.

As part of its preparation for planning strategically, LBUSD brought in Dr. John Shindler from California State University-Los Angeles/Alliance for the Study of School Climate with to help facilitate the group initial strategic planning process

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

Goal #

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

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

N/A

ORIGINATOR: Mark Marshall, Ed.D., Superintendent

Date: March 8, 2018

Board Reference Material

SUBJECT TITLE: 2017-18 2nd Interim Report

REQUESTED ACTION: Approve the 2017-18 2nd Interim Report

Action X

Discussion/Information

RECOMMENDATION:

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

BACKGROUND INFORMATION:

Current law requires the Board to certify the financial condition of the District twice annually. Attached is the 2nd Interim Report for the period ending January 31, 2018.

The interim report itself will come under a separate cover.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None.

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

N/A

ORIGINATOR: Amer Iqbal, Director of Fiscal Services
Date: March 8, 2018

Board Reference Material

SUBJECT TITLE: **Employee & Volunteer Appreciation**

REQUESTED ACTION: Adopt Resolutions

Action X Discussion/Information

RECOMMENDATION:

It is recommended the Board adopt the attached resolutions.

BACKGROUND INFORMATION:

The Board and District recognizes the value of its dedicated employees and volunteers. Special recognition is given April 15 - 22, 2018 for "National Volunteer Week"; May 9, 2018 as "Day of the Teacher", and May 20 - 26, 2018 as "Classified School Employees' Week."

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None.

SPECIFIC FINANCIAL IMPACT:

None.

ORIGINATOR: Mark Marshall, Ed.D., Superintendent
Dated: March 8, 2018

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

Resolution #07-18

VOLUNTEER RECOGNITION

“Volunteers Give the Time of Their Lives”

WHEREAS, April 15 - April 22, 2018, is the celebration of National Volunteer Week; and

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

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

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

Passed and adopted this eighth day of March, 2018 by the following vote:

Ayes _____
Noes _____
Absent _____
Abstain _____

President, Board of Education
Los Banos Unified School District

Secretary, Board of Education
Los Banos Unified School District

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

Resolution #08-18

DAY OF THE TEACHER

“Teachers Today...Touch Tomorrow”

WHEREAS, May 9, 2018, is designated as “Day of the Teacher” in celebration of the teaching profession; and

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

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

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

Passed and adopted this eighth day of April, 2018 by the following vote:

Ayes _____
Noes _____
Absent _____
Abstain _____

President, Board of Education
Los Banos Unified School District

Secretary, Board of Education
Los Banos Unified School District

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

Resolution #09-18

CLASSIFIED SCHOOL EMPLOYEES' WEEK

"Together, Everyone Achieves More"

WHEREAS, May 20-26, 2018, is designated as "Classified School Employees' Week," in celebration of support staff; and

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

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

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

Passed and adopted this eighth day of March, 2018, by the following vote:

Ayes _____
Noes _____
Absent _____
Abstain _____

President, Board of Education
Los Banos Unified School District

Secretary, Board of Education
Los Banos Unified School District

Board Reference Material

SUBJECT TITLE: **LCAP Update**

REQUESTED ACTION: Discussion only

Action _____

Discussion/Information X

RECOMMENDATION:

Staff will update the Board on the progress of the implementation of the Local Control Accountability Plan (LCAP) for the 2017-18 school year.

BACKGROUND INFORMATION:

In June of 2017, our District approved and adopted the 4th LCAP required by the state for the Local Control Funding Formula (LCFF). The LCAP addresses the District's goals and funding priorities for the next 3 years. Staff will share with the Board the progress made so far towards those goals along with the programs and funding to support them.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

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

None

ORIGINATOR: Paul Enos and Paula Mastrangelo, Assistant Superintendents
Date: March 8, 2018

Board Reference Material

SUBJECT TITLE: Approval of CSEA Collective Bargaining Agreement

REQUESTED ACTION: Hold a Public Hearing and Ratify the Collective Bargaining Agreement

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board hold a Public Hearing and ratify the changes to the Collective Bargaining Agreement (CBA) for the California School Employees' Association Chapter #92.

BACKGROUND INFORMATION:

The District and CSEA have worked collaboratively to incorporate all applicable Tentative Agreements, Memorandums of Understanding and changes required by law or mandate into the updated CBA.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

ALTERNATIVES/IDENTIFIED OPPOSITION:

None.

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

There is no specific financial impact to the district as a result of ratifying the CBA.

ORIGINATOR: Tammie Calzadillas, Ed.D., Assistant Superintendent Human Resources
Date: March 8, 2018

LOS BANOS UNIFIED SCHOOL DISTRICT

CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION - CHAPTER 92

*Our mission:
To improve the lives of our
members,
students and community.*

**AGREEMENT
BETWEEN
LOS BANOS UNIFIED SCHOOL DISTRICT
AND
CHAPTER #92
OF THE
CALIFORNIA SCHOOL EMPLOYEES' ASSOCIATION**

**FOR THE PERIOD
NOVEMBER 1, 2014 THROUGH JUNE 30, 2019
Revised January, 2018**

(This contract supersedes any contracts now in existence)

LOS BANOS
UNIFIED SCHOOL DISTRICT

Mark Marshall, Ed.D., Superintendent

DISTRICT NEGOTIATING TEAM

Dean Bubar

Tammie Calzadillas, Ed.D.

Paul Enos

Paula Mastrangelo

CSEA NEGOTIATING TEAM

Norman Betteridge

Mike Medrano

Madeline Conlin

Terri Todd

Deborah Garabedian, CSEA Representative

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1 **PREAMBLE**

2
3 This is an Agreement made and entered into between Chapter #92 of the California School
4 Employees' Association (hereafter referred to as CSEA) and the Los Banos Unified School District
5 (hereafter referred to as District).

6 **ARTICLE I. RECOGNITION**

7
8 *Acknowledgment*

9
10 The District hereby acknowledges that CSEA is the exclusive bargaining representative for all
11 classified employees holding those positions described in Appendix A, attached hereto, and
12 incorporated by reference as a part of this Agreement. The bargaining units may be expanded
13 to other classes by mutual agreement of the District and CSEA. Subject to the rules of the
14 Public Employment Relations Board (PERB).
15

16
17 *Scope of Representation*

18 The scope of representation shall be limited to matters relating to wages, hours of employment
19 and all other terms and conditions of employment as enumerated in Government Code section
20 3543.2.
21

22 **ARTICLE II. SUPPORT OF AGREEMENT**

23 CSEA agrees to support this Agreement for its term and will not appear before the public
24 school employer in order to seek change or improvement in any matter to the meet and
25 negotiate process, except as by mutual agreement of the District and CSEA.
26

27
28 **ARTICLE III. NEGOTIATION RULES/PROCEDURES**

29
30 *Negotiation Teams*

31 The management negotiating team shall consist of three (3) members and a non-participating
32 secretary. The employee organization negotiating team shall consist of five (5) members.
33

34 Both Association and District may, in addition to their negotiators, have not more than two (2)
35
36
37
38
39
40
41
42
43

1 observers or resource persons present at negotiation sessions.

2
3 ***Location of Meetings***
4

5 Negotiation meetings shall be held at mutually-agreed-upon locations.

6
7 ***Length of Negotiation Sessions***
8

9 Negotiation sessions shall be limited in time as both parties agree.

10
11 ***Caucus Limitation***
12

13 Items requiring more caucus time than twenty (20) minutes will be tabled unless otherwise
14 mutually agreed upon.

15
16
17 ***Chairperson***
18

19 The Chairperson shall alternate, on an every-other-meeting-basis, between the two parties.

20
21 ***Tentative Agreements***
22

23 When a tentative agreement is reached on an article, each party shall sign such tentative
24 agreement. Agreement shall not be final until ratified by the Bargaining Unit and approved by
25 the Board of Education.
26
27

28
29 ***Sign In***
30

31 CSEA agrees that all bargaining team members will sign in at each bargaining session. Each
32 team member will notify his/her supervisor at least 48 hours in advance of an absence for the
33 purpose of participating as a bargaining team member. The District shall maintain a sign-in
34 sheet for the purposes of tracking time used and the dates of the uses.

35
36 **ARTICLE IV. PARTIES' RIGHTS**
37

38 ***Employee Rights***
39

40 The District and CSEA recognize the right of employees to form, join, and participate in lawful
41 activities of employee organizations and the equal, alternative right of employees to refuse to
42 form, join or participate in employee organization activities. Employees who are members of
43 CSEA when this Agreement is executed or employees who join CSEA after this Agreement
44
45
46

1 becomes effective shall remain in membership in CSEA for the life of this Agreement. The
2
3
4 District shall be held harmless from any litigation resulting from the operation of this Article.
5

6 ***CSEA Rights***

7

8 CSEA shall have the following rights in addition to the rights contained in any other portion of
9
10 this Agreement:
11

- 12 1. The right of access to all areas in which employees work.
- 13 2. The right to use without charge designated bulletin boards, employee mailboxes, and
14 District telephones for local calls only at other than regular school hours for the purpose
15 of communicating with members of the classified bargaining unit regarding legitimate
16 CSEA business shall conform to the following A-D:
 - 17 a. All communications must clearly indicate that they are CSEA communications
18 unless they are official District communications such as job announcements.
 - 19 b. A copy of any materials posted will be sent to the District, for informational
20 purposes only.
 - 21 c. CSEA shall make every effort to ensure that the postings are appropriate.
 - 22 d. Should the District have a question about the posting, it will consult with the
23 Chapter President or Labor Relations Representative.
- 24 3. The right to use without charge, institutional facilities and buildings at reasonable
25 times.
- 26 4. The right to receive one copy of budget information and a copy of the financial
27 statement which is furnished to the Board at the monthly meetings.
- 28 5. The right of release for one (1) classified person (night shift) for 1-1/2 hours per month
29 to attend local Chapter meetings of CSEA.
 - 30 a. The Maintenance & Operations Supervisor must be notified twenty-four (24)
31 hours in advance of such release.

1 **Agency Fee**

2 CSEA shall have the sole and exclusive right to have membership dues, initiation and service
3 fees deducted for employees in the bargaining unit by the District. The District shall, upon
4 appropriate written authorization from any employee, deduct and make appropriate remittance
5 for insurance premiums, credit union payments, or other plans or programs jointly approved by
6 CSEA and the District. The District shall pay to the designated payee all sums so deducted.

7 **Dues Deduction**

8 The District shall deduct in accordance with the Association dues and service fee schedule, as
9 provided by the Association, dues and service fees from the wages of all employees who are
10 members of the association on the date of the execution of this agreement, and who have
11 submitted dues/service fees authorization forms to the District.

12 The District shall deduct the initiation fee and dues in accordance with the dues and employees
13 who, after the date of execution of this agreement, become members of the Association and
14 submit to the service fee schedule, as provided by the Association, from the wages of all
15 District a dues/service fees authorization form.

16 The District shall notify the Association Job Representative if any member revokes a
17 dues/service fees authorization.

18 **Service Fee**

19 The Association and the District agree that each employee in the bargaining unit shall
20 contribute equally toward the cost of administration of this agreement by the Association for
21 the representation of employees in the bargaining unit by the California School Employees
22 Association.

23 Employees in the bargaining unit shall either within thirty (30) days of either the date of this
24 employment or the date of the ratification and execution of this agreement apply for
25 membership and execute an authorization for dues/service fees deduction on a form provided

1 by the Association or authorize the District to deduct from the salaries of such employees
2 dues/service fees as set forth in the Association dues/service fee schedule.
3 In the event that any Association member revokes a dues/service fee authorization, the district
4 shall notify the Association.

5 **Religious Objection**

6 If an employee in the bargaining unit belongs to a recognized religious sect who does not
7 permit its members to pay a representational fee to an employee organization, an amount equal
8 to the representational fee which would have been paid will be deducted monthly from the
9 employee's paycheck and deposited in a scholarship fund chosen by the District.

10 **Hold Harmless Clause**

11 The California School Employees' Association shall indemnify, defend, and hold harmless the
12 District from any and all claims, demands, suits, or any other action arising from the
13 organizational security provisions contained herein.

14 **Release Time**

15
16 Effective July 1, 2000, the District shall release the Chapter President for up to four (4) hours
17 per month for union business. Union business shall not include meetings called by the
18 supervisor or the District or negotiation meetings with the District. The Chapter President's
19 four (4) hours of monthly release time may be carried over to the following month within the
20 same school year. The District may provide additional release time provided the union
21 reimburses the District for full cost of the Chapter President's salary and benefits.

22 The District will provide release time for CSEA designated delegates to attend the annual
23 conference.

24 **Restriction on District Negotiations & Agreements**

25
26 The District shall conduct no negotiations nor enter into any agreement with any other
27
28 organization on matters concerning the rights of bargaining unit employees and/or CSEA
29

1 without prior notice to and approval by CSEA of the negotiations and the agreement.

2 3 **Duplication of Agreement**

4
5 Within thirty (30) days after the execution of this Agreement, the District shall print or
6
7 duplicate and provide without charge thirty (30) copies of this Agreement to the bargaining
8
9 unit.

10 **No Discrimination on Account of CSEA Activity**

11
12 Neither the District nor CSEA shall interfere with, intimidate, restrain, coerce or discriminate
13
14 against employees because of the exercise of rights to engage or not to engage in CSEA
15
16 activity.

17 **District Rights**

18
19
20 It is understood and agreed that the District retains rights to determine its organization, direct
21
22 the work of its employees, determine the times and hours of operation, determine the kinds and
23
24 levels of services to be provided and the methods and means of providing them, determine
25
26 staffing patterns, determine the number and kinds of personnel required, maintain the
27
28 efficiency of District operations, build, move or modify facilities, establish budget procedures
29
30 and determine budgetary allocations, determine the methods of raising revenue, contract out
31
32 work except as prohibited by this Agreement, and take action on any matter in the event of an
33
34 emergency. In addition, the District retains the right to hire, classify, assign, evaluate,
35
36 promote, terminate and discipline employees as provided by this Agreement and/or law.

37
38 The exercise of the foregoing rights, authority, duties and responsibilities by the District, the
39
40 adoption of policies, rules, regulations and practices in furtherance hereof, and the use of
41
42 judgment and discretion in connection therewith, shall be limited only by the specific and
43
44 express terms of this Agreement; and then only to the extent such specific and express terms
45
46 are in conformance with the law.

47
48 The District retains its right to amend, modify or rescind policies and practices referred to in
49
50 this Agreement in cases of emergency.*

1 *An emergency is defined as a sudden or unexpected occurrence which calls for immediate
2 action to avert a clear and present danger to the lives, safety or health of students or staff or
3 District property.

4 **Departure from Work Site**

5
6 CSEA representative will notify their supervisors prior to departure from the work site, or as
7 soon as known, when representing bargaining unit members.

8 **ARTICLE V. WORKING HOURS**

9 **Work Week**

10
11 The normal work week shall consist of forty (40) hours of work. The workday shall be eight
12 (8) hours. The Board may employ persons for lesser periods of time, as required by specific
13 positions.
14

15 **Rest Periods**

16
17 The supervisor shall authorize rest periods of fifteen (15) minutes which, insofar as practicable,
18 shall be in the middle of each work period and shall be based on the total worked daily at the
19 rate of fifteen (15) minutes per four (4) hours or major fraction.
20

21 However, a rest period need not be authorized for employees whose daily work time is less
22 than three and one-half (3-1/2) hours. Authorized rest period time shall be counted as hours of
23 work of which there shall be no deduction in pay.
24

25 **Overtime**

26
27 Overtime is permitted when required and authorized. No one shall require an employee to
28 work overtime unless it is authorized and compensable. Such overtime shall be approved and
29 reported according to procedures established by the District. No full-time employee shall work
30 during the period Monday through Friday more than a total of eight (8) hours beyond his/her
31 regular assigned time, nor more than twenty (20) hours overtime a calendar week except with
32 the approval of the Assistant Superintendent for Business or his/her designee. Time limitations
33
34

1 do not apply to overtime caused by extraordinary emergencies such as fire, flood, earthquake,
2 or danger to life or property; or to work upon public, military, or naval works or defenses in
3 time of war, as set forth in Section 17, Article XX, of the State Constitution.

4 The District will provide compensation or compensatory time off at a rate equal to one and
5 one-half (1-1/2) times the regular rate of pay for unit members designated by the District and
6 authorized to perform such overtime. Overtime is any time required to be worked in excess of
7 eight (8) hours in any one workday or any time in excess of forty (40) hours in any calendar
8 week. This provision does not apply to unit members whose regular workday is less than eight
9 (8) hours or whose work week is less than forty (40) hours. For the purpose of computing the
10 number of hours worked, time during which the unit member is excused from work because of
11 holidays, sick leave, vacation, compensated time off, or other paid leaves of absence shall be
12 considered as time worked by the unit member. Notwithstanding the above, the work week for
13 any unit member having an average workday of four (4) hours or more during the work week
14 shall consist of no more than five (5) consecutive working days. Such an employee shall be
15 compensated for any work required to be performed on the sixth (6th) and seventh (7th) day
16 following the commencement of the work week at a rate equal to one and one-half (1-1/2)
17 times the regular rate of pay of the employee designated by the District and authorized to
18 perform the work.

19 Employees who perform authorized work on days declared to be holidays shall receive
20 compensation at a rate of time and one-half (1/2) of their regular rate of pay in addition to the
21 regular pay received for the holiday.

22 For the purpose of computing the number of hours worked, time during which an employee is
23 excused from work because of holidays, sick leave, vacation, compensating time off, or other
24 paid leave of absence shall be considered as time worked by the employee.

1 A conscientious effort will be made to distribute any required overtime as equally as is
2 practicable among employees in the bargaining unit by classification and skill requirements.

3 **Compensatory Time**

4
5 Compensatory time shall be taken at a time mutually acceptable to the employee and the
6
7 District within twelve (12) months of the date on which it was earned. The District shall pay
8
9 the employee in cash for all such time at the appropriate overtime rate based on the employee's
10
11 current rate of pay. Compensatory time off may be taken in increments of one-half (2) hour or
12
13 more with the approval of the responsible administrator. The District will provide
14
15 compensation or compensatory time off at a rate equal to one and one-half (1-1/2) times the
16
17 regular rate of pay for unit members designated by the District and authorized to perform such
18
19 overtime.

20 **Call-In/Call-Back Time**

21
22
23 Any employee called back to work at a time when the employee is not scheduled to work shall
24 receive a minimum of two (2) hours pay at the overtime rate of pay.

25 Any employee called back to work after completion of his/her regular assignment shall be
26 compensated for at least two (2) hours of work at the overtime rate, regardless of the actual
27 time worked that day.

28 Any employee asked to be on call on a non-work day will receive a minimum of four (4) hours
29 pay at the overtime rate of pay. A non-work day is defined as a holiday or weekend. A stand-
30 by assignment form must be completed prior to the expected day of service.

31 **ARTICLE VI. COMPENSATION & BENEFITS**

32 **Benefits**

33
34
35 CSEA acknowledges that employee benefits are a significant part of total remuneration.

36 For the 2014-2015 and 2015-2016 school years, beginning October 1, 2014, the district will
37 annually cover up to a 5% increase with a 50/50 split between district and employee any

1 increase from 5% to 8%. The difference of any increase less than 5% with a 50/50 split
2 between district and employee any increase from 5% to 8% will not be "banked" to cover
3 future years' health benefit cost.

4 The District agrees to pay for health benefit premiums for members of the bargaining unit
5 employed for four (4) or more hours per day subject to the following limitations: The District
6 premium payments for employees hired subsequent to February 1, 1977, for less than eight (8)
7 hours a day shall be a pro rata percentage of the contribution made by the District for a full-
8 time employee eight (8) hours a day, twelve (12) months a year. Ten (10) month, eight (8)
9 hour employees shall receive paid health benefits on a twelve (12) month basis.

10 Eligible retirees shall receive the same premium contribution as active employees for the
11 medical plan (including prescription) only. Premiums for dental and vision coverage are
12 available to retirees but must be paid 100% by the retiree. Plans available to eligible retirees
13 shall be priced based upon a tiered rate structure in which a retiree will be able to choose to
14 purchase a plan to cover the retiree only, the retiree plus spouse or single dependent, the retiree
15 plus family coverage. The tiered rate structure will go into effect as soon as practicable
16 following ratification of this Agreement.

17 Employees are required to make the annual health benefit contribution in the same number of
18 months they receive checks. For employees with at least fifteen (15) years service retiring from
19 district service at 57 years, or more, but less than 67 or Medicare eligible, whichever occurs
20 first, the district agrees to pay the health insurance premium, including multiphasic and paid
21 prescription, for the retiring employee and coverable dependents, until the retiring employee
22 reaches age 67 or Medicare eligible, whichever occurs first. Effective July 1, 2010, for
23 employees with at least fifteen (15) years of service retiring from district service at age 57
24 years or more, but less than 67 or Medicare eligible, whichever occurs first years, the district
25 agrees to pay the health insurance premium, including multiphasic and paid prescription, for

1 the retiring employee and coverable dependents, until the retiring employee reaches age 67 or
2 Medicare eligible, whichever occurs first. For an employee with at least fifteen (15) years of
3 service retiring from district service at age 55 to 57, who is certified by PERS as eligible for
4 PERS disability retirement, the district agrees to pay health insurance premium, including
5 multiphasic and paid prescription, for the retiring employee and coverable dependents, until the
6 retiring employee reaches age 67 or Medicare eligible, whichever occurs first. Application
7 shall be made to the District Office at least thirty (30) days prior to retirement. Retirees
8 eligible for District retirement benefits are also entitled to continue vision and dental benefits,
9 provided they provide continuous substitute service sufficient to pay for the coverage. The
10 retiree must perform sufficient substitute service to pay for the premiums through payroll
11 deduction. The District and CSEA understand that in conjunction with the collective
12 bargaining agreement between them, retirees who are eligible for medical benefits and are
13 receiving them at the time this agreement was reached (January 22, 2002), will receive
14 premium payments equal to the full cost of the Prudent Buyer 4 plan. For future retirees, the
15 District will be responsible for paying premiums for the medical plan (including prescription)
16 only in the same amount as the District pays for active employees.

17
18 Beginning October 1, 2013, the District shall pay a base plan year contribution of \$895.78
19 monthly plus up to and including an 8.5% increase in said contribution for hospitalization and
20 accident, including prescription, multiphasic, vision and dental and term life insurance
21 coverage up to \$50,000 through group plans offered by a mutually agreed upon provider. Any
22 increase above the 8.5% increase will be paid by the unit member. When any plan increases
23 less than 8.5% in a given year, the difference will not be "banked" to cover future years' health
24 benefit cost. The District will annually cover up to an 8.5% increase on the prior year's base.

25 *A benefit plan year is defined as October 1 through September 30.

1
2 **Golden Handshake**
3

4 The District will provide for golden handshakes pursuant to the PERS procedures for the first
5
6 and third years of the agreement. The District will consult with CSEA on the dates for the
7
8 window period.
9

10 **Salary Schedule**
11

12 See Appendix "C" for a copy of the current salary schedule.

13 **Salary**

14 Salary increases as they occur will be calculated at the base pay and appropriate step for each
15 unit member in paid status.

16 **Application of Salary Schedule**
17

18 **Appointments**

19 All appointments, promotions, and salary increases, shall be recommended by the nominating
20
21 authority, certified by the Superintendent or designee, and approved by the Board.
22

23 **Initial Placement**

24 All salary advancements within each class shall not be automatic, but shall be based upon merit
25 and fitness. Any and all advancements shall be contingent on the availability of funds.

26 In most cases new employees shall be appointed at the hiring rate for the class as approved by
27 the Board.

28 For Initial Salary Placements due to hiring or promotion, the anniversary date for salary
29 purposes will be the July 1 closest to the date of appointment or promotion. The District will
30 change the anniversary date of current employees to July 1, effective July 1, 1997 in a manner
31 that will not adversely affect them.
32
33

Step Advancement

Whenever the number for the salary range allocated to a particular class of position is followed by 1, 2, 3, 4, or higher, such a number refers to the salary range step.

After reasonable effort has been made to obtain employees for a particular class at the minimum rate, employment of individuals who possess special qualifications higher than the minimum qualifications prescribed for the particular class may be authorized by the Assistant Superintendent of Human Resources at Step 2, 3 or 4 of the salary range for that class. The Assistant Superintendent of Human Resources shall provide the Superintendent with an evaluation of the qualifications of each such individual.

Any full-time or continuing part-time employee who has resigned in good standing, and who is re-employed on a full-time or continuing part-time basis in the same class or a closely related class in the same salary range or in a lower salary range, within one (1) year after his/her resignation, may upon approval by the Superintendent or designee, be paid in the appropriate salary range at the salary step at which he/she was paid at the time of resignation.

Salary on Promotion

When implementing the salary placement for a promoted employee, the employee shall be placed on the lowest step of the new range that provides for a salary increase to be no less than 4%. The employee shall receive annual regular step increases up to the longevity steps. After initial placement, an employee who is eligible for longevity step increases due to years of District service shall receive one longevity step increase per year until he/she reaches the appropriate step for years of District service.

Anniversary Dates

Each employee shall have an annual anniversary date of July 1, for purposes of salary range and step placement.

1 Employees who are serving a probationary period will have a July 1st anniversary date
2 regardless of which month the probationary period is completed.

3 Whenever the effective date of employment, re-employment or promotion is the first working
4 day of a calendar month, it shall be treated, for the purposes of this subsection, in the same
5 manner as the first calendar day of the same month.

6 Members of the "Restricted Class" upon appointment to the regular classified service shall
7 have their total seniority counted from the original date of employment in the "Restricted"
8 position even though he continues to serve in a "Restricted" position.

9 **Placement When Demoted**

10 An employee who accepts a voluntary demotion shall be placed on the step of the range of the
11 lower class equal to or next lower than the rate earned in the higher class.

12 Should an employee's position be abolished through reorganization and should this position
13 have a salary range less than that paid the original position held by the employee, the employee
14 may request a voluntary demotion to the new class and be "Y" rated at employee's current
15 salary, provided employee has been with the District three (3) years or more.

16 **Pay & Allowances**

17 Payroll Errors:

18
19 Whenever it is determined that an error has been made in the calculations or reporting of any
20 bargaining unit employee's salary, within five (5) working days following such determination,
21 the District shall provide the employee with a statement of the correction and a supplemental
22 payment, if required, or the employee shall reimburse the District for any overpayment of
23 salary. In cases of financial hardship, a mutually agreed repayment schedule will be utilized.
24
25
26
27
28

29 **Working Out of Class: Compensation**

30
31 A qualified bargaining unit employee may be temporarily required to perform duties
32 inconsistent with those normally assigned to the employee. Salary adjustment will be made
33 upward for the entire period he/she is required to work out of classification if he/she exceeds
34
35

1
2 five (5) working days within a 15-calendar-day period working out of his/her classification.

3
4 Classified employees who provide long-term substitute service in a higher position will
5
6 receive compensation in the salary range of the higher position at the same step of their
7
8 current position. Long-term substitute service shall be defined as not less than five (5) full
9
10 days, of not less than 8 hours per day, of service. On the sixth (6th) day of consecutive service,
11
12 the salary will be at the higher range and retroactive to the first day of substitute service in this
13
14 position. For example, if the regular custodian who is at step 3 of their pay range provides
15
16 long term substitute service they will be compensated at step 3 of the range of the Head
17
18 Custodian position. Or if a person in a clerical position works as a Secretary IV when they are
19
20 a Secretary II at step 3 they will be compensated at the step 3 at the range of a Secretary IV.

21 22 **Mileage and Other Travel Expenses**

23
24 Bargaining unit employees shall be reimbursed for necessary mileage and travel expenses as
25
26 provided by Board policy.

27 28 **ARTICLE VII. PROFESSIONAL GROWTH PLAN FOR CLASSIFIED PERSONNEL**

29 30 **Introduction**

31 Classified employees constitute a significant portion of the total school system staff. Their
32 performance (as support staff) is essential to the efficient and economical operation of the
33 district. We endeavor to employ the best-qualified persons available for all positions; we
34 encourage each employee to attain higher levels of performance; we believe it to be in the best
35 interests of the District to encourage classified personnel to engage in continuous, purposeful
36 educational study and activities designed to elevate or update one's skills and knowledge. A
37 professional growth program is beneficial to the district, the employees, the students, and the
38 community.

39 40 **Philosophy**

The classified professional growth program is designed to: (1) assist the classified employee in

1
2 acquiring the knowledge and skills needed to do his or her job; (2) promote safe work
3
4 practices and procedures; (3) provide employees with opportunities to learn better and more
5
6 efficient ways to do the job; (4) stimulate the employees to maintain higher levels of
7
8 productivity and job effectiveness.
9

10 **Professional Growth Committee**

11 A "Professional Growth Committee shall be formed to promote the program.

12
13 Membership (of the "Committee")

14 The Committee shall consist of three (3) members.

15 Committee members should be permanent classified employees, and chosen by a majority vote
16 of fellow employees in their classification.

17 The Committee chairperson shall be elected each year by the Committee members.

18 **Terms of Office**

19 Elected members will serve two-year terms.

20 Members may be elected to succeed themselves, but not for more than one additional term of
21 two years (four years total).

22 **Vacancies**

23 When a vacancy occurs, a special election may be held. One so elected shall remain in office
24 for the balance of the unexpired term.

25 Duties and Functions of the Committee are to:

26 Elect a chairperson and vice-chairperson each year from among the Committee members.

27 Evaluate policies and procedures for the professional growth program and recommend
28 revisions when necessary.

29 The Committee shall establish a meeting schedule and procedures for conducting committee
30 business. (A minimum of four meetings per year).

1 Assist in assessing the educational needs of classified personnel in the various job
2 classifications.

3 Establish criteria for the approval or disapproval of educational activities.

4 Act on all applications for any "professional growth" increments or for course approval which
5 come before the Committee.

6 **Parliamentary Procedure**

7 Meetings of the group should be conducted in accordance with the latest edition of Robert's

8 **Rules of Order**

9 Eligibility/Professional Growth Increments

10 Classified personnel (*except as noted below) are eligible to earn professional growth
11 increments. **Substitute personnel, Temporary and short-term employees, students employed at*
12 *hourly student salary rates, and/or professional experts employed on a temporary basis (e.g.,*
13 *consultants)*

14 Increments: are fixed at the rate of \$15.00 per month for each month worked and pro-rata as to
15 hours per day, months per year.

16 Increment Payment:

17 A maximum of ten (10) professional growth increments may be earned by an employee while
18 in the district.

19 Increment(s) will be awarded within thirty days following "proof of credit" received in District
20 Office.

21 Professional growth increments shall be paid in equal installments (per payroll procedures).

22 Increments are in addition to one's regular salary and are subject to payroll deductions for
23 retirement, social security, withholding tax and time off with loss of salary, etc.

24 One or more increments may be granted to an employee in any given year.

Earning of Professional Growth Increments

General

Any classified employee may take training and self-improvement courses on his/her own initiative. Such training may only be considered applicable to a professional growth increment if it follows this procedure and is "passed" by the Committee.

Six semester units equal one professional growth increment and must be verified by transcripts and may be earned through: Credit courses, including correspondence courses, taken from a college, university, accredited trade or business school. College courses designated as continuing education, district-directed courses, workshops, seminars, district sponsored in-service education activities (approved for increments), planned travel/study programs approved by the Committee; approval must be obtained in advance or the plan of study and travel.

Other educational activities that are sponsored by professional or business organizations (approved by the Committee).

Each course must meet the minimum number of "contract hours" for credit; (i.e. 15 hours per semester unit). Credit equaling less than 1/2 semester unit (for 7 1/2 hours of class time) may be combined to meet the minimum requirement (on approval of the Committee).

Courses may not be repeated for increment credit.

Credit Upon Reemployment

If a classified employee being paid professional growth increments leaves the district and is subsequently re-employed within 39 months in a classified position, he/she shall be entitled the increments to which he/she was previously entitled.

Appeals

The following will be observed for appeals: (1) the individual must submit reasons in writing to the Professional Growth committee; if the appeal is unsuccessful, an appeal may be made to the Superintendent (in writing). The Superintendent's decision on the appeal will be final.

Responsibilities

In order to qualify for any professional growth increment, it shall be the responsibility of the classified employee to:

- Submit evidence in writing to the Committee.
- Receive approval for professional growth activities from the Professional Growth committee.
- Submit transcripts or grade slips which verify that the fifteen semester units of course work and/or other professional activities were satisfactorily completed; that is, that a grade of "C" or better or of "pass" was received in each.

Twelve (12) Month Pay Employee Transfer

Unit members serving in twelve (12) months positions in a year round schedule, moving to a traditional schedule, will receive payment for a salary on an eleven (11) month basis after the change. These employees may, at their discretion, participate in a phase-in program, which applies the adjustment to their pay over a twelve (12) month period for the first year only. This language will only apply if the change affects thirty (30) or less classified employees; if more employees are involved, the District and Association may agree to a similar arrangement.

In order for 11 and 12 month employees to receive a check in July, they must work one day in July.

Payroll Roster

The Assistant Superintendent of Human Resources shall maintain, in the Human Resources Office, an official roster containing the names and complete employment records of all employees holding positions under the provisions of the Act.

Payroll Audit

The Assistant Superintendent of Human Resources shall audit all initial assignments and changes of assignment for all classified personnel, and if found to be in accordance with existing law and rules, shall certify the assignment for payment. All changes of assignment,

1 including transfer, change of hours, etc. shall be reported for certification by the Assistant
2
3 Superintendent of Human Resources. Each payroll time report shall be not only a certification
4
5 of days and/or hours worked, but also a certification by the employee authorized to sign the
6
7 time report that all payments thereon authorized are in accordance with the original
8
9 certification by the Assistant Superintendent of Human Resources. The Assistant
10
11 Superintendent of Human Resources shall make periodic audits of all payrolls, and if
12
13 assignments are not in accordance with law and rules, the Assistant Superintendent of Human
14
15 Resources shall withdraw his certification and order payment stopped in accordance with the
16
17 following procedure:
18

19
20 If, upon examination of a payroll or service report, it is found that any person named thereon
21
22 has been employed in violation of any provision of the Act or the rules and regulations, notice
23
24 of such violation shall be made upon such payroll or service report. Such notice shall serve as
25
26 official notification of the Board of Education and the County offices that the drawing, signing,
27
28 or issuing of any warrant on the Treasurer or other disbursing officer of the county for payment
29
30 of salary or compensation to such person is unlawful.
31

32 33 **ARTICLE VIII. PAYMENT OF EMPLOYEES**

34 35 **Time and Manner of Payment**

36 37 **Regular Payroll**

38 Each regular employee shall be paid once per month on the last working day of the month in
39
40 which the employee was in a paid status.
41

42 43 **Approval of Payroll**

44 The Assistant Superintendent of Human Resources shall cause each payroll to be compared
45
46 with the central roster of employees and positions to confirm the following data:

- 46 (1) Each employee's name, class and rate of pay;

1 (2) The time worked by each employee;

2 (3) The proper appointment of each employee in the position in which he is to receive pay.

3 The Assistant Superintendent of Human Resources shall promptly report any discrepancy to
4 the Superintendent who shall withhold payment to the employee concerned until a correct
5 payroll which includes such employee has been approved by the Assistant Superintendent of
6 Human Resources.

7 The Assistant Superintendent of Human Resources shall approve each payroll by causing his
8 signature to be affixed thereto, thereby approving payment to each employee thereon for whom
9 he has confirmed the data enumerated in this section.

10 Whenever, after his approval of any payroll, the Assistant Superintendent of Human Resources
11 shall learn of an unreported discrepancy or of a separation, an absence, or other information
12 which would reduce the amount to be paid any employee, he shall immediately so inform the
13 Superintendent who will, wherever possible, withhold payment to the employee concerned
14 until a correct payroll which includes such employee has been approved by the Assistant
15 Superintendent of Human Resources.

16 PAYROLL DEDUCTIONS

17
18 The District will deduct from the pay of CSEA members and pay to CSEA the normal and
19 regular monthly CSEA membership dues, initiation, and authorized service fees.

20 The District shall, upon written authorization from any employee, deduct and make appropriate
21 remittance for insurance premiums, credit union payments, or other plans approved by CSEA
22 and the District.

23 The District shall not be obligated to put into effect any new, changed, or discontinued
24 deduction until the pay period commencing twenty (20) days or more after such submission.

25 ARTICLE IX. LEAVES

1. **Bereavement Leave**

Employees shall be granted a leave with full pay in the event of death of any member of the employee's immediate family. The leave shall be for a period of three (3) days or five (5) days if any travel in excess of 300 miles is necessary. The immediate family is defined as mother, father, grandfather, grandmother or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee or any relative living in the immediate household of the employee.

Such absence shall not be charged as vacation or sick leave.

2. **Jury Duty**

A. Any employee summoned for jury duty shall be entitled to leave of absence with full pay for such period of time as he/she may be required to attend the court in response to such summons.

B. An employee shall be entitled to leave of absence with full pay to appear as a witness in court, other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through his/her own misconduct. These provisions do not apply to employees whose appearances are in the line of duty.

C. The employee may retain such payment as may be allowed him/her for travel, lodging, and expenses; but, as a condition for entitlement to court leave, he/she shall make payable to the Los Banos Unified School District any and all fees which he/she may receive as payment for his/her service as a juror or witness.

D. CSEA unit members who receive a summons for jury duty from the California or Federal Court systems are excused from work the day they are required to appear. The employee must bring back to their supervisor evidence of their attendance from the jury commissioner.

1 3. **Military Leave**

2 An employee shall be entitled to any military leave provided by law and shall retain all
3 rights and privileges granted by law arising out of the exercise of military leave.

4 4. **Sick Leave (Leave of Absence for Illness or Injury)**

5 A. An employee employed five (5) days a week by the District shall be granted twelve
6 (12) days leave of absence for illness or injury, exclusive of all days he/she is not
7 required to render service to the District, with full pay for a fiscal year of service.

8 B. An employee, employed five (5) days a week, who is employed for less than a full
9 fiscal year, is entitled to that proportion of twelve (12) days leave of absence for illness
10 or injury as the number of months he/she is employed bears to twelve (12).

11 C. An employee employed less than five (5) days per week shall be entitled, for a fiscal
12 year of service, to that proportion of twelve (12) days leave of absence for illness or
13 injury as the number of days he/she is employed per week bears to five (5). When such
14 persons are employed for less than a full fiscal year of service, this and the preceding
15 paragraph shall determine that proportion of leave of absence for illness or injury to
16 which they are entitled.

17 D. Pay for any day of such absence shall be the same as the pay which would have been
18 received had the employee served during the day of illness.

19 E. At the beginning of each fiscal year, the full amount of sick leave granted under this
20 section shall be credited to each employee. Credit for sick leave need not be accrued
21 prior to taking such leave, and such leave may be taken at any time during the year.
22 However, a new employee of the District shall not be eligible to take more than six (6)
23 days until the first day of the calendar month after completion of six (6) months of
24 active service with the District.

1 F. If an employee does not take the full amount of leave allowed in any year under this
2 section, the amount not taken shall be accumulated from year to year, without limit.

3 G. In order to be entitled to use paid sick leave, the employee must notify his/her
4 supervisor or the absence tracking system of his/her absence at least one hour prior to
5 the start of the employee's work day.

6 H. If the Unit Member has been on sick leave for five (5) or more consecutive work days,
7 they may be asked to provide a physician's verification of illness and to submit the
8 verification of illness to the HR Department. The District shall not discriminate
9 against evidence of treatment and the need therefore by the practice of the religion of
10 any well-recognized church or denomination.

11 **5. Pregnancy Leave**

12 Upon written request, a female classified employee, who presents a written verification
13 from a physician, shall be entitled to use any paid leave which would otherwise be
14 available for illness or injury if the employee is required to be absent from her duties
15 because of pregnancy or childcare following childbirth. An employee may be entitled
16 to additional unpaid leave on account of pregnancy.

17 **6. Entitlement to Other Sick Leave / Differential Pay**

18 A. After exhaustion of paid sick leave, an employee who is ill or injured may, upon
19 request, use accumulated vacation (and compensatory time, if provided) to avoid
20 having to use differential pay or to request leave without pay.

21 B. When an employee is absent from his/her duties on account of illness or accident for a
22 period of five (5) months or less, whether or not the absence arises out of or in the
23 course of employment of the employee, the amount deducted from the salary due
24 him/her for any month in which the absence occurs shall not exceed the sum which is

1 actually paid a substitute employee employed to fill his/her position during his/her
2 absence.

3 C. The amount paid the substitute employee during any month shall be less than the salary
4 due the employee absent from his/her duties.

5 D. Entitlement to sick leave provisions under this section, if any, shall be considered
6 "entitlement to other sick leave" for the purpose of computing benefits under the
7 provisions of Section 45192, if the absence is for industrial accident or illness and shall
8 be used after entitlement to all regular sick leave, accumulated compensating time,
9 vacation or other available paid leave has been exhausted.

10 **7. Exhaustion of Sick Leave**

11 A. An employee who has been placed on paid or unpaid sick leave may return to duty at
12 any time during the leave, provided that he is able to resume the assigned duties and, if
13 the leave has been for more than 20 working days, provided that he has notified the
14 District of his return at least one working day in advance.

15 B. At least one day prior to his expected return to work, the employee shall notify the
16 supervisor that a substitute employee may be released. If the employee fails to notify
17 the supervisor, the substitute is entitled to assignment and pay for that day, and the
18 employee shall be considered to be on unauthorized leave for that day.

19 C. If, at the conclusion of all sick leave and additional leave, paid or unpaid, granted under
20 this rule, the employee is still unable to assume the duties of his position, he will be
21 placed on a reemployment list for a period of 39 months.

22 **8. Industrial Accident and Illness Leave**

23 In addition to any other benefits that an employee may be entitled to under the Worker's
24 Compensation laws of this State, employees shall be entitled to the following benefits:

1 A. An employee suffering an injury or illness arising out of and in the course and scope of
2 his/her employment shall be entitled to a leave of up to sixty (60) working days in any
3 one fiscal year for the same accident or illness. This leave shall not be accumulated
4 from year to year, and when any leave will overlap a fiscal year, the employee shall be
5 entitled to only that amount remaining at the end of the fiscal year in which the injury
6 or illness occurred.

7 B. Payment for wages lost on any day shall not, when added to an award granted the
8 employee under the Worker's Compensation laws of this State, exceed the normal wage
9 for the day.

10 C. The industrial accident or illness leave is to be used in lieu of normal sick leave
11 benefits. When entitlement to industrial accident or illness leave under this section has
12 been exhausted, entitlement to other sick leave, vacation or other paid leave may then
13 be used. If, however, an employee is still receiving temporary disability payments
14 under the Worker's Compensation laws of this State at the time of the exhaustion of
15 benefits under this section, he/she shall be entitled to use only so much of his/her
16 accumulated and available normal sick leave and vacation leave, which, when added to
17 the worker's compensation award, provides for a day's pay at the regular rate of pay.

18 D. Any time an employee on Industrial Accident or Illness Leave is able to return to work,
19 he/she shall be reinstated in his/her position without loss of pay or benefits.

20 **9. Break in Service**

21 No absence under any paid leave provisions of this Article shall be considered as a
22 break in service for any employee who is in paid status, and all benefits accruing under
23 the provisions of this Agreement shall continue to accrue under such absence.

1 **10. Personal Necessity Leave**

2 Employees may use up to seven (7) days of accumulated sick leave during any school
3 year in case of personal necessity. Personal necessity is defined as the activities listed
4 below. Acceptable reasons for Personal Necessity are:

5 A. Extension of bereavement leave. (Advance permission not required).

6 B. Accident, involving his/her person or property, or the person or property of a member
7 of his/her immediate family. (Immediate family as defined in Bereavement Leave)
8 (Advance permission not required).

9 C. Appearance in court as a litigant or as a witness under official order and for which no
10 other leave is provided.

11 D. Serious illness of a member of his/her immediate family as defined in Education Code
12 Section 45194. The District shall require a physician's written statement that the
13 employee was required to be in attendance of the immediate family member during the
14 period of serious illness. (Advance permission not required).

15 E. Response to an official order from another governmental jurisdiction for reasons not
16 brought about through the misconduct of the employee of such emergency nature that
17 the presence of the employee is required during his/her regular working hours, and no
18 alternative meeting time during non-duty can be arranged. (Advance permission
19 required).

20 F. Settling of legal affairs and other serious, personal emergencies which cannot be
21 resolved on a non-working day. (Advance permission required).

22 G. Seeing a son, daughter or parent off to military duty overseas. (Advance permission
23 required).

24 H. Paternity leave for new fathers. (Advance permission required).

I. Imminent danger to the home of the employee, serious in nature, which, under the circumstances, cannot be disregarded and requires attention during assigned hours of service. (Advance permission not required).

J. The employee's application to use his/her sick leave for personal necessity must be received by the District Office not less than two (2) working days prior to the desired absence.

K. In those cases where advance permission is not required, the employee's application, with appropriate supporting data, to use his/her sick leave for personal necessity must be received by the District Office not more than ten (10) working days after returning to duty. The supervisor must be notified as soon as practicable when advance permission is not required.

11. **Personal Leave**

A. Each employee of the bargaining unit shall be entitled to use two (2) days of sick leave for personal leave per school year.

B. Employees planning to use such leave shall notify their supervisor, on the appropriate District form, at least forty-eight (48) hours in advance of such usage.

C. No more than five (5) members of the unit shall be absent on any one day under Personal Leave provisions. Exceptions to this may be made by the Assistant Superintendent of Human Resources.

D. Personal leave shall not be used for strikes, work stoppages, picketing, or any other interference with District operations.

12. **Child-Rearing Leave**

An employee who is the natural or adoptive parent of a child shall be entitled to an unpaid leave of absence for the purpose of rearing his/her child. Such leave shall be for

a maximum period of three (3) months and shall be granted upon giving the District four (4) weeks' notice prior to the anticipated date on which the leave is to commence.

13. **Catastrophic Leave**

Conditions of Participation

A District employee who is a member of CSEA Chapter # 92 becomes eligible to receive catastrophic leave donations when the employee has exhausted or will soon exhaust all of his/her accrued sick leave and compensatory time as a result of a long term illness or injury suffered by either the employee or an "immediate family member" as defined in the Bereavement Leave section of this Article.

Employees may donate accrued vacation, sick leave (not to exceed 5 days in one year), and/or compensatory time.

Donations must be made in whole day increments which will be converted to hours for the purpose of calculating the leave provided to the donee.

Donors must have a sick leave balance of 5 days remaining after making a donation.

Processing of Donations

An employee requesting catastrophic leave shall provide the Human Resources office with a release of information from a doctor confirming that the employee has an illness or injury and the anticipated date of return to work.

The Human Resources office will provide notification by e-mail to all bargaining unit members specifying the name of the employee seeking catastrophic leave and requesting donations of leave from employees. Site secretaries will also post the information on the CSEA bulletin board.

Upon receipt of donation authorization, the Human Resources office shall verify that donating employees have minimum required leave balance required for the donation. If the donor and donee are eligible, only the number of days needed shall be transferred to

1 the requesting employee. Days shall be transferred in the order donation authorizations are
2 received. The Human Resources office shall notify all employees whose donation
3 authorizations resulted in the transfer of sick leave days. The Human Resources office will
4 retain a confidential file of donation authorizations.

5 **Treatment of Donated Leave**

6 Donated leave is treated as sick leave accrued by the donee.

7 Employees who are utilizing donated sick leave will continue to accrue vacation and sick leave
8 in accordance with the provisions of the collective bargaining agreement.

9 **Unpaid Leave**

10 Bargaining unit employees who work a 12-month (240) or more days per year schedule may
11 request up to 15 days of unpaid leave in addition to their vacation days. The number of days
12 and designated dates of unpaid leave must be designated prior to July 1 of each year to enable
13 salary and benefits to be adjusted in an equal portion over the school year. If for some reason
14 the employee is not able to take the unpaid leave due to work requirements, the employee may
15 submit the total number of days for pay at the end of the next pay period.

16 The Superintendent may grant leaves without pay, for periods not to exceed three (3) months,
17 at the request of the employee concerned, because of illness, disability, or for other reasons
18 when recommended by the Assistant Superintendent of Human Resources.

19 Requests for leaves without pay for periods in excess of three (3) months shall be submitted to
20 the Board of Education for approval or disapproval.

21 Leave of absence without pay exceeding three (3) months may be granted to a permanent
22 classified employee, upon the written request of the employee and the approval of the Board of
23 Education, subject to the following restrictions:

24 Leave of absence without pay may be granted if not to exceed six (6) months. The Board may
25 renew the leave of absence for two (2) additional six (6) month periods or such lesser leave

1 periods that it may provide, not to exceed a total of eighteen (18) months. Leave of absence
2 for military service shall be granted as provided by the Education Code and the Military and
3 Veterans Code, and leave of absence for service in the Peace Corps and Vista may be granted
4 for a period not to exceed twenty-four (24) months.

5 The granting of a leave of absence without pay gives to the employee the right to return to
6 his/her former position at the expiration of the leave, provided that employee is capable of
7 performing the duties. The position may be filled only for the duration of the leave.

8 If time is requested away from a position for a period of less than two (2) weeks, the employee
9 need not apply for a leave of absence. Employee should make arrangements with the
10 department supervisor and obtain prior approval.

11 After exhaustion of all paid leave, a permanent employee may be placed on additional leave
12 upon request and with the approval of the Board. The additional leave may be paid or unpaid
13 and may be extended for any period not to exceed 18 months. If placed on unpaid leave, the
14 employee shall not again become eligible for paid leave because of the commencement of a
15 new fiscal year until he has rendered service.

16 **Leave for Part-time Employees**

17 Each continuing part-time employee shall earn vacation leave and sick leave with full pay in
18 the same proportion to that provided for a full-time employee as his total hours of work in each
19 month or fiscal year bears proportionately to the total hours of full-time work in the same
20 month or fiscal year.

21 **Leave Reporting**

22 Each department head shall promptly furnish the Assistant Superintendent of Human
23 Resources with a report of each approved leave in his department. The Assistant
24 Superintendent of Human Resources shall maintain a record of all leave taken and the leave
25 balances accumulated by each employee.

1 **Absence Reporting and Recording**

2 Every absence of each employee shall be reported and recorded in a manner prescribed by the
3 Assistant Superintendent of Human Resources.

4 **Absence for Examination**

5 Every employee in the classified service shall be permitted to be absent from duty during
6 working hours in order to take any examination or interview for transfer/promotion in the
7 District without deduction of pay or other penalty, provided that two (2) days' notice is given to
8 the immediate supervisor.

9 **ARTICLE X. SEXUAL HARASSMENT**

10 The parties agree that no unlawful sexual harassment will be tolerated in the District.
11 Members of the bargaining unit alleging violations of this Article shall process complaints
12 pursuant to Administrative Regulation Section 4031.
13 Unit members should also refer to Board Policy 4219.11 and Administrative Regulation
14 4219.11 addressing sexual harassment.

15 **ARTICLE XI. HOLIDAYS**

16 **Additional Holiday**

17 Days of National Mourning or like holidays declared by the Governor of the State or the
18 President of the United States, which effectively close the schools of this District, shall be
19 holidays for employees in the unit.

20 **Holiday Eligibility**

21 Except as otherwise provided in this article, an employee must be in paid status on the working
22 day immediately preceding or succeeding the holiday to be paid for the holiday. Employees in
23 the bargaining unit who are not normally assigned to duty during the school holidays of
24 Christmas, New Year's or Good Friday shall be paid for those holidays provided that they were
25 in a paid status during any portion of the working day of their normal assignment immediately

preceding or succeeding the holiday period. Earned vacation time, and bona fide sick leave for which the employee furnishes a doctor's certificate, if required, are considered as days worked for this purpose. See Appendix B for the Classified Holiday Schedules.

Local Holiday Associated with July 4th and Easter

The District will provide a full day holiday on the Friday before Easter and a full day holiday on July 3 for the local holiday associated with July 4th subject to section 2 above.

Holiday Pay

Probationary, permanent, provisional, and restricted class employees, unless eliminated by Section 45256 of the Education Code, shall be granted pay for legal and declared holidays equal to that for their regular working day, with the following qualifications:

- A. When a holiday herein listed falls on Sunday, The following Monday shall be observed as the holiday; when a holiday herein listed falls on a Saturday, the preceding Friday shall be deemed the holiday.
- B. To be eligible for holiday pay, an employee must have worked the last scheduled workday before or the first scheduled work day after the holiday. Authorized leave of absence will fill one or both of these requirements.
- C. When a holiday falls on a day when the employee is absent on paid status, the employee shall be granted an additional day off.
- D. Employees in permanent positions whose regular assignments do not require their attendance at work during the Christmas and Easter recess period, but who have been compensated for the working day next preceding the recess period or immediately following the recess period, shall be entitled to pay for the Christmas and New Year's holiday.
- E. A probationary employee who voluntarily terminates his service with the district or takes a leave of absence without pay in excess of one (1) calendar month shall receive

1 pay for a holiday only if he received compensation for either the working day
2 immediately preceding or the working day immediately following the holiday.

3 F. A permanent employee who voluntarily terminates service with the district or takes a
4 leave of absence without pay in excess of one (1) calendar month shall receive pay for a
5 holiday only if he received compensation for either the working day immediately
6 preceding or the working day immediately following the holiday.

7 G. When a holiday immediately precedes the first day of service by a permanent employee
8 in a new assignment either on short-term or permanent basis, employee shall receive
9 holiday pay for the previous assignment (if employee was compensated for the working
10 day immediately prior to the holiday.)

11 H. When a holiday immediately follows the completion of a specific assignment by a
12 permanent employee in a position other than the one to which regularly assigned,
13 holiday pay shall be that for the specific assignment, just completed or for the regular
14 assignment, whichever provides the higher pay.

15 I. No holiday pay shall be due or granted to short-term employees, substitutes, or persons
16 without probationary or permanent status employed for extra work.

17 J. Holiday pay shall be due or granted to otherwise eligible employees under the
18 following circumstances:

19 1. When a holiday immediately precedes the first day of employment of a new
20 employee.

21 2. When a holiday follows the termination of a provisional employee.

22 K. The Superintendent or designee may, when necessary, request some or all employees of
23 the district to work on any holiday. When a classified employee is required to work on
24 any of these holidays, he or she shall be paid compensation, or given compensating

time off for such work. In addition to the regular pay received for the holiday at a rate of time and a half plus the regular rate of pay.

L. Assigned time shall be the basis for all holiday pay.

ARTICLE XII.

TRANSFERS/PROMOTIONS/EMPLOYMENT/RECLASSIFICATIONS

1. Vacancy Posting

A vacancy is defined as an unfilled position. All vacancies will be filled within 60 days, unless CSEA has granted an extension. When a position becomes vacant, the District will notify CSEA's local leadership if the District expects a delay in posting the vacancy and the reason for any delay.

All vacancies will be posted on the District's website and at school sites for a minimum of 7 work days.

When a vacancy is posted, bargaining unit members interested in being transferred or promoted into the vacant position must submit their interest in writing along with supporting documents to the Human Resources Department. This must be done within the posting period.

All new employees to the District will serve a 12-month probationary period. An employee may not apply for a transfer or promotional opportunity until they have completed the first six months of probation. This restriction shall not apply to an application for additional hours at the same site and under the same supervisor.

2. Transfers

Definition

A transfer is the relocation of an employee from one work site in his/her classification to another work site in his/her classification involving the same salary range and gross pay. A Transfer can be involuntary or voluntary.

1 A. Involuntary Transfers: A transfer may be initiated by District management at any time,
2 including in response to a vacancy posting, whenever such transfer is in the best
3 interest of the District as defined by District management. A unit member affected by
4 such transfer shall be given notice as soon as administratively practicable and, when
5 possible, a conference will be held between the appropriate management person and the
6 unit member in order to discuss the reasons for the transfer. Involuntary transfers will
7 not be used as a punitive or disciplinary action.

8 B. Voluntary Transfer: If a voluntary transfer request is submitted, an interview will be
9 granted between the bargaining unit member and the three member panel of the vacant
10 position. Employees requesting a transfer in response to a posted vacancy will be
11 considered before outside applicants. If the transfer applicant is not selected by the
12 three member panel, the transfer applicant would then be eligible to apply when the
13 vacancy is opened to external applicants.

14 C. Seniority Consideration: If after interviewing all transfer request it is determined that
15 two or more Bargaining Unit Members are considered equally qualified to transfer into
16 the vacancy, the Bargaining Unit Member with the greatest bargaining unit seniority
17 will be granted the transfer.

18 D. Timing: All transfer requests shall be processed prior to commencement of the
19 promotion process.

20 E. Denials: In the event a request for voluntary transfer is denied, a unit member may
21 reapply during the internal promotional process.

22 3. **Internal Promotion Process**

23 A. If there are no approved transfer requests, the District shall then consider internal
24 applicants for promotion as well as the voluntary transfer request(s) that may have been
25 denied. This process must be completed before considering outside applicants.

1 After the 7 day posting period, a human resources designee will meet with the site Principal or
2 Supervisor and a CSEA representative designated by the Chapter President, to make up a three
3 member panel. The three member panel shall review the letters of interest, resumes, and
4 applicant qualifications for the open position. Employees who meet the minimum
5 qualifications for the open position shall be granted an interview with the interview panel.

6 Seniority credit shall be added to the final scoring matrix for candidates in the amount of one-
7 fourth (1/4) of one point for each year of service, not to exceed a total of five (5) points. Credit
8 shall be granted for time spent in regular status in the classified service and on leave from the
9 District. A full year's credit shall be granted to employees whose regular position is assigned
10 on less than a calendar year basis.

11 Qualified internal candidates will be scored based upon a standardized matrix that provides for
12 up to 5 points for seniority. The three member panel shall interview qualified prospective
13 candidates and add interview points to each candidate's cumulative points. After the
14 interview, the panel shall review the points and decide which candidate to recommend to the
15 Board of Trustees for placement into the vacant position, or whether to post the position to the
16 outside for external candidates.

17 **Internal Promotion Probationary Period**
18

19 Permanent employees who accept an internal promotion will serve a six-month probationary
20 period. A permanent employee who accepts a promotion and fails to successfully complete
21 the probationary period for that promotional position, shall be returned to the classification
22 from which he or she was promoted. At the end of the second, fourth and sixth month of
23 service a Performance Evaluation Report will be completed by the supervisor and discussed
24 with the employee. All performance concerns should be addressed during the Performance
25 Evaluation review.

1 **External Promotion Process**

2 If no internal candidate is selected for the vacant position, outside candidates, to include
3 classified substitutes, shall be interviewed by the three member panel. Substitute classified
4 employees are considered external applicants.

5 **New Hire Orientation**

6 The District shall notify the CSEA chapter President or Treasurer by email of newly hired
7 classified employees. The CSEA Chapter President, Site Rep, or other chapter designee shall
8 be provided with fifteen (15) minutes of release time to meet with the new employee either at
9 the time of his/her orientation or during the first day at their new site, to distribute CSEA's
10 benefit materials.

11 **DISTRICT NOTICE TO CSEA OF NEW HIRES**

12 The District shall provide CSEA notice of any newly hired employee, within ten (10) days of
13 date of hire, via an electronic mail. Please include the following information: full legal name,
14 date of hire, classification, and site.

15 **EMPLOYEE INFORMATION**

16 "Newly hired employee" or "new hire" means any employee, whether permanent, full time,
17 part time, hired by the District, and who is still employed as of the date of the new employee
18 orientation. It also includes all employees who are or have been previously employed by the
19 District and whose current position has placed them in the bargaining unit represented by
20 CSEA. For those latter employees, for purposes of this article only, the "date of hire" is the
21 date upon which the employee's employee status changed such that the employee was placed
22 in the CSEA unit.

23 The District shall provide CSEA with contact information on the new hires. The information
24 will be provided to CSEA electronically via a mutually agreeable secure FTP site or service, on

the last working day of the month in which they were hired. This contact information shall include the following items, with each field in its own column:

- i. First Name;
- ii. Middle initial;
- iii. Last name;
- iv. Suffix (e.g. Jr., III)
- v. Job Title;
- vi. Department;
- vii. Primary worksite name;
- viii. Work telephone number;
- ix. Work Extension;
- x. Home Street address (incl. apartment #)
- xi. City
- xii. State
- xiii. ZIP Code (5 or 9 digits)
- xiv. Home telephone number (10 digits);
- xv. Personal cellular telephone number (10 digits);
- xvi. Personal email address of the employee;
- xvii. Last four numbers of the social security number;
- xviii. Birth date;
- xix. Employee ID;
- xx. CalPERS status ("Y" if in CalPERS; "N" if not in CalPERS);
- xxi. Hire date.

This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.

In the event no one is hired on any particular month, the District shall send an e-mail to CSEA confirming they did not hire any new staff that month.

- a) Periodic Update of Contact Information: The District shall provide CSEA with a list of all bargaining unit members names and contact information on the last working day of September, January, and May. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service. This contact information shall also include the following information, with each field listed in its own column:

- i. First Name;
- ii. Middle initial;
- iii. Last name;
- iv. Suffix (e.g. Jr., III)
- v. Job Title;
- vi. Department;
- vii. Primary worksite name;
- viii. Work telephone number;
- ix. Work Extension;
- x. Home Street address (incl. apartment #)
- xi. City
- xii. State
- xiii. ZIP Code (5 or 9 digits)
- xiv. Home telephone number (10 digits);
- xv. Personal cellular telephone number (10 digits);
- xvi. Personal email address of the employee;
- xvii. Last four numbers of the social security number;
- xviii. Birth date;
- xix. Employee ID;
- xx. CalPERS status ("Y" if in CalPERS; "N" if not in CalPERS);
- xxi. Hire date.

3. NEW EMPLOYEE ORIENTATION

- a) "New employee orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.
- b) The District shall provide CSEA mandatory access to its new employee orientations. CSEA shall receive not less than ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable.
 - i. In the event the District conducts a group orientation, CSEA shall have one (1) hour of paid release time for two (2) CSEA representatives, including the Chapter President or designee, to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in

1 the collective bargaining agreement. The CSEA Labor Relations

2 Representative may also attend the orientation session.

- 3 ii. In the event the District conduct one-on-one orientations with new employees,
4 CSEA shall have thirty (30) minutes of paid release time for one (1) CSEA
5 representative to conduct the orientation session. Said release time shall not be
6 counted against the total release time contained elsewhere in the collective
7 bargaining agreement. The CSEA Labor Relations Representative may also
8 attend the orientation session.

- 9 c) The District shall include the CSEA membership application and a CSEA provided link
10 for an electronic application, in any employee orientation packet of District materials
11 provided to any newly hired employee. CSEA shall provide the copies of the CSEA
12 membership applications to the District for distribution.

- 13 d) The orientation session shall be held on District property during the workday of the
14 employee(s), who shall be on paid time.

- 15 e) During CSEA's orientation session, no District manager or supervisor or non-unit
16 employee shall be present.

17 **1. DURATION OF AGREEMENT**

18 Term: This Agreement shall remain in full force and effect from the date this Agreement is
19 signed, through June 30, 2019 and shall be automatically renewed from year to year unless
20 either party serves written notice upon the other between March 1 and April 1, 2019, or any
21 subsequent anniversary date, of its desire to modify the Agreement. If negotiations for a
22 subsequent Agreement continue after June 30, 2019

23 the provisions of this Agreement shall remain in effect until the negotiation of a new
24 Agreement is completed. In the event an agreement is not reached within sixty (60) days after
25 the demand to negotiation, either party can make a demand for interest arbitration.

- i. Unless mutually agreed to by the Parties, there shall be no reopening of negotiations on this during the life of the Agreement from the date this Agreement is signed, through June 30, 2020.

Savings Clause: If during the life of the Agreement there exists any applicable law, rule, regulation or order issued by governmental authority, other than the District, which shall render invalid or restrain compliance with or enforcement of any provision contained within this Agreement, it shall not invalidate any unaffected remaining portion(s). The remaining portion(s) shall continue in full force and effect. Upon written notification by one of the Parties to the other, any portion of the Agreement that is invalidated in accordance with this Article shall be opened for negotiations within thirty (30) days of the invalidation.

Medical Transfer

The District may give alternate work when the same is available to an employee who has become immediately unable to satisfactorily perform his/her regular job class duties. The alternate work may constitute promotion, demotion, or lateral transfer to a related class.

Reclassification

a. Members of a classification may initiate a classification review when the essential functions and or qualifications of a position change or if there has been an accretion of duties or an identified error in a job description. A reclassification is the upgrading of a position to a higher classification as a result of the gradual accretion of duties being performed by the incumbent in such a position.

b. Request for reclassification must be received by the Human Resources Department during the window period of December 1 through January 10 (or the first work day following January 10th) in any given year.

c. Members must use the CSEA/District approved reclassification packet. This packet can be found on the district's website. Upon completion of the packet, the member must make

1 an appointment and meet with the Assistant Superintendent Human Resources to verify that all
2 forms are completed and to submit the completed reclassification packet.

3 d. The Assistant Superintendent Human Resources will provide a response to the member
4 no later than February 1 (If February 1st falls on a non-work day, the due date will be the next
5 work day in any given year).

6 ii. If CSEA is not satisfied with the reclassification decision, they may opt to bring the
7 reclassification to the district through the negotiation process, without the loss of a
8 reopener.

9 Whenever all or a portion of the positions in a class are reclassified upward as determined by
10 the District Superintendent or designee and approved by the Board of Trustees, any incumbent
11 in the positions being reclassified, regardless of years of service in the positions, shall be
12 reclassified with the positions. Prior to bringing a new job description to the Board of Trustees
13 for approval, the District shall confer with the CSEA for input.

14 **ARTICLE XIII. SAFETY**

15
16 The District shall conform to and comply with all health, safety and sanitation requirements
17 imposed by State or Federal law or regulations adopted under State or Federal law.

18 **ARTICLE XIV. PERSONNEL FILES**

19 Materials in personnel files of employees which may serve as a basis for affecting the status of
20 their employment are to be made available for the inspection of the person involved. .Such
21 material is not to include ratings, reports or records which (1) were obtained prior to the
22 employment of the person involved; (2) were prepared by identifiable examination committee
23 members; or (3) were obtained in connection with a promotional examination. Every employee
24 shall have the right to inspect such materials upon request, provided that the request is made at
25 a time when such person is not actually required to render services to the District. Information
26 of a derogatory nature, except materials mentioned in the second paragraph of this section,

1 shall not be entered or filed unless and until the employee is given notice and an opportunity to
2 review and comment thereon. An employee shall have the right to enter, and have attached to
3 any such derogatory statement, his/her own comments thereon. Such review shall take place
4 during normal business hours, with no loss in compensation for the employee.

5 Upon written authorization by the employee, a representative of CSEA shall be permitted to
6 examine and/or obtain copies of materials in such employee's personnel file. Costs for such
7 copies shall be incurred by CSEA, and a receipt shall be provided CSEA.

8 Access to personnel files shall be limited to the members of the District administration on a
9 need-to-know basis. The contents of all personnel files shall be kept in the strictest confidence.

10 **ARTICLE XV. GRIEVANCES**

11 **Definition**

12 A grievance is a good-faith allegation by a grievant that he/she has been adversely affected by
13 a violation of this Agreement.

14 A "grievant" may be either any employee covered by this Agreement or the Association.

15 A "day" is any day in which the Central Administrative Offices of the Los Banos Unified
16 School District are open for business.

17 The "immediate supervisor" is the manager or supervisor having immediate jurisdiction over
18 the grievant.

19 **Miscellaneous Grievance Procedures**

20 CSEA shall be informed of the grievance disposition at each level.

21 An employee covered by this Agreement may present a grievance directly and have such
22 grievance adjusted without intervention of CSEA as long as the adjustment is not inconsistent
23 with the terms of this Agreement.

24 Any employee witnesses required to appear in connection with this article by the supervisor
25 shall suffer no loss of pay, nor be required to make up the time. The grievant and one (1)

CSEA Grievance Officer shall be entitled to release time to take part in any grievance adjudication conference called by the supervisor deciding the grievance.

Informal Level

Before filing a formal grievance, the grievant shall attempt to resolve the grievance by an informal conference with his/her immediate supervisor.

Formal Level

Level I:

Within ten (10) days after the occurrence of the act or omission giving rise to the grievance, the grievant and/or his/her CSEA Grievance Officer must present his/her grievance, in writing, on the appropriate District form, to his/her immediate supervisor. This shall be a clear, concise statement of the grievance, including the specific provisions of this Agreement claimed to have been violated, the circumstances constituting such alleged violation, the decision rendered at the informal conference and the specific remedy sought.

The immediate supervisor shall communicate his/her decision to the employee, in writing, within eight (8) days after receiving the formal grievance. If the immediate supervisor does not respond within the time limit, the grievant may appeal to the next level.

Within the above time limits, either party may request a personal conference and the employee may be accompanied to such conference by a CSEA Grievance Officer.

Level II:

If the grievant believes the decision at the previous level is incorrect, he/she may, within eight(8) days, appeal the decision, on the appropriate District form, to the Assistant Superintendent for Business, or his/her designee. This statement shall include a copy of the original grievance and appeal, the decision rendered, and a clear, concise statement of the reasons for the appeal.

1 The Assistant Superintendent for Business, or his/her designee, shall communicate his/her
2 decision to the grievant within ten (10) days. If the Assistant Superintendent for Business, or
3 his/her designee, does not respond within the time limits provided, the grievant may appeal to
4 the next level.

5 **Level III:**

6 If the grievant believes the decision at the previous levels is incorrect, he/she may, within eight
7 (8) days, appeal the decision, on the appropriate District form, to the Superintendent, or his/her
8 designee. This statement shall include a clear copy of the original grievance and appeal, the
9 decision rendered and a clear, concise statement of the reasons for this appeal.

10 The Superintendent, or his/her designee, shall communicate his/her decision to the grievant
11 within ten (10) days. If the Superintendent, or his/her designee, does not respond within the
12 time limits provided, the grievant may appeal to the next level.

13 **Level IV:**

14 In the event the grievant is not satisfied with the decision of the Superintendent, or his/her
15 designee, he/she may appeal the decision, in writing, within ten (10) days to the Board of
16 Education. Copies of previous actions on the grievance shall be included with the appeal, and
17 it shall be made on the appropriate District form. The Board shall consider the matter within
18 forty (40) days.

19 If the Board of Education determines that it is unable to render a final determination based on
20 the record submitted, it may reopen the record for the taking of additional evidence.

21 The Board of Education has the power to render the final and binding determination of the
22 grievance. Such determination shall be communicated to the grievant in writing.

23 **ARTICLE XVI. VACATION TIME**

24 **Eligibility**

1 All employees in the bargaining unit shall earn paid vacation time under this Article. Regular
2 employees who are on leave to serve in a limited-term assignment, or who serve in limited-
3 term assignments during periods when they are not regularly assigned, shall earn vacation
4 during such limited-term assignments. Vacation shall also be earned during any paid leave of
5 absence. Vacation benefits are earned on a fiscal year basis July 1-June 30.

6 **Paid Vacation**

7 Except as otherwise provided in this Article, paid vacation shall be granted no later than the
8 fiscal year immediately following the fiscal year in which it is earned. When approved by the
9 District the paid vacation may be granted in the fiscal year in which it is earned. A new
10 employee of the District shall not be eligible to take any vacation until completion of six (6)
11 months of active service with the District.

12 **Accumulation**

13 Vacation time shall be earned and accumulated on a monthly basis in accordance with the
14 following schedules:

15 From the first year through the fifth year of service, vacation time shall be earned and
16 accumulated at the rate of one (1) vacation day for each month of service; not to exceed twelve
17 (12) days per fiscal year.

18 From the sixth through the tenth year of service, the employee shall be entitled to fourteen (14)
19 vacation days per year.

20 From the eleventh through the fifteenth year of service, the employee shall be entitled to
21 sixteen (16) vacation days per year.

22 From the sixteenth through the twentieth year of service, the employee shall be entitled to
23 seventeen (18) vacation days per year.

24 From the twenty-first year and over, the employee shall be entitled to twenty (20) vacation
25 days per year.

i. Vacation days shall be prorated for employees who work less than full-time in the same ratio as the regular work hours per day, days per week, weeks per month, or months per year of such part-time employees bear to eight (8) hours per day, forty (40) hours per calendar week, four (4) calendar weeks per month, or twelve (12) calendar months during the school year.

Vacation credit may be accumulated to a total not exceeding that which the employee could earn in fifteen (15) months of continuous service. Advance use of vacation credit may be granted only upon the approval of the Superintendent, or his designee.

No pay for accumulated vacation shall be paid to employees whose employment is terminated prior to or upon completion of the probationary period.

An employee who has completed the probationary period may be granted vacation during the school year even though not earned at the time the vacation is taken, with the consent of the employee's supervisor.

Vacation Pay in Lieu of Vacation

The following job classifications will continue to have their vacation days paid to them in their monthly check:

All instructional aide classifications, Bus Drivers, Cafeteria assistants, campus security, clerical aides, bilingual clerical aides, health assistants, program leaders, assistant cooks, behavior support aides, behavior support specialists, and music accompanist.

Vacation Pay Upon Termination

When an employee in the bargaining unit is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of termination.

If an employee is terminated or resigns and had been granted vacation which was not earned at the time of termination, the District shall deduct from the employee's severance pay the full amount of salary that was paid for such unearned days of vacation taken.

1 **Vacation Postponement**

2 If a bargaining unit employee's vacation becomes due during a period when he/she is on leave
3 due to illness or injury, he/she may request that his/her vacation date be changed and the
4 District may reschedule such vacation in accordance with vacation dates available at that time.

5 The employee may request to have his/her vacation rescheduled in accordance with the
6 vacation schedule available at that time, or may request to carry over his/her vacation to the
7 following year, or he/she may elect to receive compensation for all vacation earned and
8 accumulated during the fiscal year.

9 If, because of employer's needs, a bargaining unit employee is not permitted to take all or any
10 part of his/her annual vacation, the amount not taken shall, at the option of the employee, be
11 accumulated for use in the following year or be paid for in cash.

12 Any employee in the bargaining unit, who has been employed more than five (5) years, may
13 elect to carry over five (5) days of vacation to the next fiscal year.

14 Scheduled holidays do not count as vacation days.

15 **Vacation Scheduling**

16 Vacation schedules shall be approved by an administrator.

17 **Interruption of Vacation**

18 An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave
19 in order to begin any other type of paid leave provided by this Agreement.

20 **ARTICLE XVII. REDUCTION IN HOURS**

21 Regular employees who are reduced in work assignment shall have the right to displace the
22 employee with the least seniority within their classification working the same number of hours.
23

24 Upon ten (10) days notice to the District, the employee may exercise the right of displacement
25 within sixty (60) days following reduction. Employee(s) displaced by this action shall be

1 assigned to the position which was reduced in hours and shall receive the first position open
2 within the classification that would restore their original hours.

3 Notice of reduction in hours shall be given to the employee(s) at least ten (10) working days
4 prior to the action.

5 **ARTICLE XVIII. LAYOFFS AND RE-EMPLOYMENT**

6 **Reasons for Layoff**

7
8 Employees shall be subject to layoff whenever their positions are abolished, or reduced in time,
9 or whenever necessary because of lack of work or lack of funds.

10 **Order of Layoff**

11 Whenever it is necessary to lay off one or more employees in a class in which there is more
12 than one employee in the class in which the layoff is necessary, employees shall be laid off in
13 the following order:

14 (1) Emergency, limited term, and provisional employees.

15 (2) Probationary employees.

16 Permanent employees. No permanent employee shall be laid off until all employees in the
17 same class with less total service in the class and all classes at the same or higher salary range
18 have been laid off.

19 The definition of "class" for purposes of this Agreement are to be a group of classifications
20 relating to the same work in which the employee possesses skills.

21 The definition of "classification" for this Agreement will be the specific job title of any
22 position held by a unit member.

23 Whenever a unit member is laid off, the order of layoff in the "class" shall be determined by
24 "length of service." The unit member who has been employed the shortest time in the "class"
25 shall be laid off first.

1 "Length of service" means seniority shall be calculated by "date of hire" by the District into a
2 bargaining unit "classification" within the "class:"

3 "Date of hire" means the first date in paid status in a "classification." Substitute service is not
4 counted.

5 **Displacement/Bumping Rights**

6 If an employee who is laid off has greater total continuous service in the class plus higher
7 classes than another employee in the same department in a class with the same or lower salary
8 allocation and in which he previously had permanent or probationary status, the employee with
9 the least total service shall be displaced by the senior employee and shall be laid off.

10 Should an employee have the right to displace in more than one class, he shall first displace in
11 the class with the highest salary allocation.

12 Unit members laid off from their present "classification" may bump into a lower
13 "classification" within a "class" in which said unit member has greatest seniority.

14 No bumping may be allowed to a higher "classification" either by salary or hours unless the
15 "classification" was previously held within 18 months with a positive evaluation. Seniority at a
16 lower "classification" will not accrue as length of service for a higher "classification."

17 Reassignment (bumping) into a lower or equal "classification" or position not previously held
18 will require proof of skills and competency for the "classification," along with a successful
19 interview with a three member interview panel, which will include the new supervisor as one
20 of the panel members. When bumping occurs, it shall be to any vacant position within
21 "classification" or next lowest "classification." When no vacant position is available, bumping
22 shall occur to the least senior position within the "classification."

1 **Equal Seniority**

2 If two (2) or more unit members subject to layoff have equal "class" seniority, then the
3 determination shall be made by negotiations to be determined at the time by CSEA #92 and the
4 District.

5 **Restoration**

6 Each person who has been laid off or displaced from a position in which he had permanent
7 status shall, in writing, be offered restoration to the position from which he/she is laid off,
8 should such a position be re-established or should the necessity for layoff or displacement
9 cease to exist, or should another position in the same class become vacant within thirty-nine
10 (39) months after the date he is laid off or displaced. In the case of reductions in lieu of the
11 right of layoff, restoration shall continue for a total of 63 months from the date of layoff.
12 Should he/she not accept restoration within one (1) week after the date of the offer, or should
13 he decline to begin work within three (3) weeks after the date of the offer, he shall be declared
14 unavailable and shall forfeit his right to restoration unless further offer of restoration is granted
15 by the District.

16 Whenever more than one (1) person has been laid off and/or displaced in the same class in the
17 same department, the order of restoration shall be in the reverse of the order of layoff.

18 Whenever a person is unavailable for restoration, the next senior person who is eligible for
19 restoration shall be offered restoration in the same manner and under the same conditions.

20 Should there be no person eligible and available for restoration; the position may be filled as
21 otherwise provided by this Agreement for appointment to a vacant position.

22 A person who is unavailable for restoration may, within two (2) weeks after he/she is declared
23 unavailable, request in writing to the District that he/she be considered for further offer of
24 restoration, should such occur within thirty-nine (39) months after layoff or displacement.

25 His/her request shall contain a full explanation of the reason for his/her unavailability. Within

one (1) month after the request is filed, the District shall either grant or deny further offer of restoration. The District may specify conditions under which further offer of restoration may be granted.

Retirement in Lieu of Layoff

Any employee in the bargaining unit may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such employee shall, within ten (10) work days prior to the effective date of the proposed lay-off, complete and submit a form provided by the District for this purpose.

Seniority During Involuntary Unpaid Status

Upon return to work, all time during which an individual is in involuntary, unpaid status shall be counted for seniority purposes not to exceed thirty-nine (39) months, except that during such time the individual will not accrue vacation, sick leave, holidays or other leave benefits.

ARTICLE XIX. EMPLOYEE EXPENSES & MATERIALS

Uniforms

Uniforms are not required, but employees are expected to dress appropriately for the job.

Tools

The District agrees to provide all tools, equipment and supplies reasonably necessary to bargaining unit employees for performance of employment duties.

Replacing or Repairing Employee's Property

The District will provide reimbursement to any employees for the cost of repairing or replacing eye glasses, hearing aids, dentures, time pieces or other personal effects when such property is damaged on the job without employee negligence. Repair or replacement cost will be prorated on the basis of life expectancy of the item being repaired or replaced. Life expectancy is to be determined by a mutually-agreed upon source. Proof of loss may be required. The District will provide for reimbursement for the loss of an employee's personal effects only while the

employee is acting within the scope of the employee's responsibilities. A written request for reimbursement under this section shall be required of the employee before any payment can be authorized.

Safety Equipment

Should the employment duties of an employee in the bargaining unit reasonably require use of any equipment or gear to insure the safety of the employee, or others, the District agrees to furnish such equipment or gear.

Non-Owned Automobile Insurance

An individual classified employee using his/her vehicle on authorized school business shall be considered an agent of the District and covered under the District's general liability policy.

Physical Examination

The District agrees to provide the full cost of any medical examination required as a condition of continued employment.

Any fees or other cost requirements of continued employment shall be paid by the District (e.g., special driver's licenses renewals, in-service training requirements.)

ARTICLE XX. TRAVEL PROCEDURES

Travel

These regulations recognize that attendance at meetings and conferences and visitations to other institutions for the purpose of examining their facilities and educational methods contribute to the professional growth of employees and to the improvement of their services to the school district. It is recognized, furthermore, that other purposes necessitating travel include transaction of District business, attendance at meetings related to pertinent legislative matters, and travel with student groups in connection with student activities.

1 **Travel Authorization**

2 Final authority to approve travel for district employees rests with the Board of Trustees. To
3 facilitate this detail of the District's operation, the Board of Trustees delegates to the
4 Superintendent the authority to approve travel requests either within or out of the state. The
5 Superintendent may further delegate the immediate authority to other administrative personnel
6 for approving travel requests within the state for district personnel within prescribed budgetary
7 limitations and criteria.

8 The extent of travel shall be controlled so as not to weaken the work program or operation of
9 any departments.

10 The opportunity to attend conferences and professional growth meetings will be distributed as
11 broadly as possible.

12 The approval of warrants of reimbursement for expenses incurred will serve as ratification of
13 all such travel.

14 **Out-of-State Travel**

15 When granted, out-of-state travel will be related to personnel recruitment, attendance at
16 regional or national educational meetings, or participation in other professional activities of
17 exceptional benefit to the District.

18 **ARTICLE XXI. EVALUATIONS**

19 **PERFORMANCE AND EVALUATIONS**

20 **When Evaluations Are to Be Made**

21 All regular classified employees shall be evaluated by their immediate supervisors in
22 accordance with the following schedule:

23 Probationary employees - at the end of the second, fourth, sixth, and twelfth month of service;
24 Permanent employees will be evaluated at least once each year, prior to the end of the fiscal
25 year.
26

1 **Who Makes Evaluations**

2 Each immediate supervisor is responsible for the evaluation of employees under their direct
3 supervision.

4 **Procedure to be Followed**

5 Performance evaluation reports shall be made on District approved forms. The immediate
6 supervisor shall present the performance evaluation report to the employee and discuss it with
7 him/her. The evaluation form shall be signed by the employee to indicate receipt, and he/she
8 shall be given a signed copy.

9 Performance evaluation reports shall be filed in the employee's personnel records and shall be
10 available for review in connection with promotional opportunities and disciplinary actions.

11 Evaluation process and procedures shall be at the sole discretion of the District. Immediate
12 "Supervisors" who have direct knowledge of the employee's performance will be included in
13 the evaluation process.

14 If the employee is not satisfied with his/her performance evaluation, he/she may appeal
15 through his/her immediate supervisor.

16 If a permanent employee feels the evaluation does not reflect the quality of his/her
17 performance, he/she may ask the immediate supervisor for a review of said evaluation.

18 If the evaluator does not feel such a review is appropriate or if the employee still disagrees
19 with the reviewed evaluation, he/she may request an evaluation review by the Assistant
20 Superintendent of Human Resources, or his/her designee.

21 The Assistant Superintendent of Human Resources or his /her designee's decision shall be
22 final.

ARTICLE XXII. SEPARATIONS AND SUSPENSIONS

Termination of Probationary Employment

At any time prior to the expiration of the probationary period, the Superintendent or designee may, at his/her discretion, dismiss a probationary classified employee from district employment. A probationary employee shall not be entitled to a hearing.

Termination of Permanent Employment

Permanent classified employees shall be subject to personnel action (suspension without pay, demotion, reduction of pay step in class, dismissal) only for cause. Discipline is defined as: Involuntary Suspension without Pay, Demotion, Reduction of Pay Step in Class, or Dismissal of Permanent Classified Employees.

1. Causes

In addition to any disqualifying or actionable causes otherwise provided for by statute or by policy or regulation of this district, each of the following constitutes cause for discipline against a permanent classified employee:

- a. Falsifying any information supplied to the school district, including, but not limited to, information supplied on application forms, employment records, or any other school district records.
- b. Incompetency.
- c. Inefficiency.
- d. Neglect of duty.
- e. Insubordination.
- f. Dishonesty.
- g. Drinking alcoholic beverages while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee or upon employees associated with him/her.

(cf. 4020 - Drug and Alcohol-Free Workplace)

h. Possessing or being under the influence of a controlled substance at work or away from work, or furnishing a controlled substance to a minor.

i. Conviction of a felony, conviction of any sex offense made relevant by provisions of law, or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of his/her position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction for this purpose.

j. Absence without leave.

k. Immoral conduct.

l. Discourteous treatment of the public, students, or other employees.

m. Improper political activity.

n. Willful disobedience.

o. Misuse of district property.

p. Violation of district, Board or departmental rule, policy, or procedure.

q. Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position.

r. Refusal to take and subscribe any oath or affirmation which is required by law in connection with his/her employment.

s. A physical or mental disability which precludes the employee from the proper performance of his/her duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law regulating the retirement of employees.

t. Unlawful discrimination, including harassment, on the basis of race, religious creed,

color, national origin, ancestry, physical handicap, marital status, sex, or age against the public or other employees while acting in the capacity of a district employee.

u. Unlawful retaliation against any other district officer or employee or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on the job or directly related thereto.

v. Any other failure of good behavior either during or outside of duty hours which is of such nature that it causes discredit to the district or his/her employment.

Except as defined in item "s" above, no personnel action shall be taken for any cause which arose before the employee became permanent, nor for any cause which arose more than two years before the date of the filing of the notice of cause unless this cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee would have disclosed the facts to the district.

2. Initiation and Notification of Charges

The Superintendent or designee may initiate a disciplinary action as defined herein against a permanent classified employee.

In all cases involving a disciplinary action, the person initiating the action shall file a written recommendation of disciplinary action with the Board. A copy of the recommendation shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the employee's last known address. The recommendation shall include:

a. A statement of the nature of the disciplinary action (suspension without pay, demotion, reduction of pay step in class, or dismissal).

b. A statement of the cause or causes for the disciplinary action, as set forth above.

c. A statement of the specific acts or omissions upon which the causes are based. If a violation of rule, policy, or regulation of the district is alleged, the rule, policy, or regulation

violated shall be stated in the recommendation.

d. A statement of the employee's right to appeal the recommendation and the manner and time within which the appeal must be filed.

e. A card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges.

3. **Employment Status Pending Appeal or Waiver**

Except as provided herein, any employee against whom a recommendation of disciplinary action has been issued shall remain on active duty status and responsible for fulfilling the duties of the position pending his/her appeal or waiver thereof.

If the Superintendent or designee determines that a permanent classified employee should be dismissed and that his/her continuing in active duty status would present an unreasonable risk of harm to students, staff, or property while proceedings are pending, the Superintendent or designee may order the employee immediately suspended from duty without pay in conjunction with the recommendation of disciplinary action. This suspension order shall be in writing and shall state the reasons that the suspension is deemed necessary. The suspension order shall be served upon the employee either personally or by registered or certified mail, return receipt requested, immediately after issuance. Except in cases of emergency when the employee must be removed from the premises immediately, the Superintendent or designee shall give the employee written notice of the proposed recommendation of dismissal at least five calendar days before the effective date of any order of suspension issued in conjunction with a recommendation involving dismissal. This notice shall state that immediate suspension without pay is being considered, the reasons for the proposed dismissal and proposed immediate suspension without pay, materials upon which the proposed action is based, and the employee's right to respond to the Superintendent or designee orally or in writing before the final recommendation and order are issued.

1 If the employee fails to file a notice of appeal within five days, he/she shall be deemed to have
2 waived his/her right to appeal.

3 **4. Amended/Supplemental Charges**

4 At any time before an employee's appeal is finally submitted to arbitration for a binding
5 decision, the complainant may, with the consent of the Board or hearing officer, serve on the
6 employee and file with the Board an amended or supplemental recommendation of personnel
7 action-

8 If the amended or supplemental recommendation presents new causes or allegations, the
9 employee shall be afforded a reasonable opportunity to prepare his/her defense

10 **5. Hearing Procedures**

11 A. The hearing shall be held at the earliest convenient date, taking into consideration
12 the established schedule of the arbitrator the availability of counsel and witnesses. The parties
13 shall be notified of the time and place of the hearing. The employee shall be entitled to appear
14 personally, produce evidence, and have counsel. The employee shall be entitled to a public
15 hearing if he/she demands it, which shall include witnesses

16 B. The decision of the arbitrator will be accepted by the Board in its entirety.

17 **Compulsory Dismissal**

18 The district shall not employ or retain in employment any person who has been convicted of
19 any sex offense as defined in Education Code 44010 or any controlled substance offense as
20 defined in Education Code 44011.

21 The district reserves the right to dismiss an employee for any acts upon which the original
22 criminal charges were based, despite the disposition by the courts. If dismissal is
23 recommended and upheld, an employee will not be reemployed or compensated for the time
24 he/she was suspended unless otherwise required by law. An employee shall be given notice of
25 the possibility of not being reimbursed during mandatory suspension if he/she is ultimately

1 dismissed for the acts upon which the original charges were based.

2 **ARTICLE XXIII. EMPLOYMENT REQUIREMENTS**

3 **Physical Examination**

4 ***Initial Employment***

5
6 Every person initially employed by the District in a regular position shall be required to
7 comply with the provisions of Education Code Section 49406 (Examination for Tuberculosis
8 (TB)).
9

10 After the examination, each person is required to submit adequate proof that he/she has
11 undergone a test for TB and has been found to be free of active TB. The examination must
12 have been conducted within a sixty (60) day period preceding the date of employment.

13 Before appointment to a regular position in the classified service, the person selected by the
14 three member panel must pass a physical examination given by a licensed medical practitioner
15 designated by the Human Resources Department.

16 **After Employment**

17 Every employee is required to undergo an examination to determine freedom from active TB
18 at least once every four (4) years after employment.

19 The District shall maintain adequate records on each employee, which includes compliance
20 with this Agreement and the law.

21 ***School Bus Drivers***

22 In addition to any other examination that may be required by this Agreement, school bus
23 drivers must have a valid school bus driver's certification which requires a separate medical
24 examination to meet the minimum medical requirements set forth by the Department of Motor
25 Vehicles.

26 **Criminal Records Check**

27 ***Fingerprinting***

Every new employee shall submit to a criminal records check (Education Code EC 45125, 45125.5, 45126) in accordance with prescribed procedures, or shall forfeit eligibility for employment. The District will notify such employee where and when to report for fingerprinting, which shall take place prior to employment.

Review of Criminal Records

All criminal records reports are to be treated as confidential. Any employee charged with receiving and/or reviewing them, who divulges information contained therein to an unauthorized person is subject to disciplinary action.

The criminal records report from the California Bureau of Criminal Identification and Investigations and/or the Federal Bureau of Investigation will be reviewed together with the person's application form. If there is a criminal record, the Board of Education shall decide whether or not the person should be employed or retained in employment.

If the record discloses no information beyond that supplied by the person on the application form, and was accepted for examination and/or appointment, applicant shall be considered employable.

ARTICLE XXIV. SUMMER EMPLOYMENT

Current employed classified personnel whose contract calls for them to work less than full time or for fewer than twelve months, will be given first opportunity over outside applicants to apply for summer employment with the District. Length of employment and rate of pay will be as shown on the announcement. In filling summer vacancies, the following criteria will be considered in the selection process:

Currently in the classification

Seniority

Previous summer school experience

Interview

1
2 **ARTICLE XXV. SAVINGS**
3

4 If any provisions of this Agreement are held to be contrary to law by a court of competent
5 jurisdiction, such provision will not be deemed valid and subsisting except to the extent
6 permitted by law, but all other provisions will continue in full force and effect. In the event a
7 court of competent jurisdiction suspends or invalidates any Article or Section of this
8 Agreement, the parties agree to meet and negotiate within thirty (30) days after such
9 determination for the purpose of arriving at a mutually-satisfactory replacement for such
10 Article or Section. Any additions or changes in the Agreement shall not be effective unless
11 agreed to, reduced to writing, and properly ratified and signed by both CSEA and the District.

12 **ARTICLE XXVI. POLITICS**
13

14 Political Activity

15 Political activity of district employees shall be governed by applicable law.

1 **ARTICLE XXVII. CONCERTED ACTIVITIES**

2 CSEA, together with its officers, agents and members, agrees that there shall be no strikes,
3 slow-downs, or stoppages of work or any act of any nature, including picketing, however
4 peaceful, that tend to interfere with the operation of the District or any other governmental
5 agency or body, whether such acts be related to sympathy with another group of employees or
6 be related to matters wholly within the District during the term of this Agreement.

7 CSEA recognizes the duty and obligations of its representatives to comply with the provisions
8 for this Agreement and to make every effort toward inducing all employees to do so. In the
9 event of a strike, work stoppage, slow-down or other interference with the operation of the
10 District by the employees who are represented by CSEA, CSEA agrees to advise and direct
11 those employees to cease such action. It is agreed and understood that any employees violating
12 this Article may be subject to discipline.

13 It is understood that the District shall be entitled to withdraw any privileges or services
14 provided for in this Agreement or in District policy of any employee or CSEA that violates this
15 Agreement.

16 The District agrees not to lock out classified employees.

17 **ARTICLE XXVIII. EFFECT OF AGREEMENT**

18 During the term of this Agreement, CSEA expressly waives and relinquishes the right to meet
19 and negotiate and agrees that the District shall not be obligated to meet and negotiate with
20 respect to any subject or matter whether or not referred to or covered in this Agreement, even
21 though such subject or matter may not have been within the knowledge or contemplation of
22 either or both the District or the Association at the time they met and negotiated on and
23 executed this Agreement, even though such subjects or matters were proposed and later
24 withdrawn.

1 The District agrees to abide by all mandatory State and Federal Laws impinging on
2 members of the unit and not a matter contained in this Agreement.

3 **ARTICLE XXIX. YEAR-ROUND SCHOOL PROGRAM**
4

5 CSEA agrees that multi-track, year-round calendars may be initiated. After a site has been
6 designated by the District as a year-round site, the work year for all unit members at the site
7 shall be increased to a twelve (12) month status, unless mutually agreed between the District
8 and CSEA to be less than twelve (12) months or in conflict with the existing Agreement. Such
9 increase in the work year shall become effective on July 1 of the year-round schedule or as
10 mutually agreed.

11 No employee assigned to a year-round site shall suffer any loss in assigned time for the
12 employee's previous assigned time in a traditional schedule.

13 Employees currently assigned to a newly-designated year-round site shall be offered the
14 opportunity to remain at the site prior to adjusting the position district wide unless this
15 conflicts with the existing Agreement.

16 Employees currently assigned to a newly-designated year-round site shall be offered the
17 opportunity to remain at the site, shall be given first consideration for other vacancies in the
18 district for which they are qualified. Promotion opportunities remain as stated in this
19 Agreement.

20 Employees working less than twelve months:

21 Employees who are currently assigned to a school designated for year-round will have the
22 option of remaining on a nine or ten-month schedule with approval of the District.

- 23 1. If the work year of a position at a year-round site is increased, the part-time incumbent in
24 that position shall be first offered the increased work year before any other employee is
25 considered unless in conflict with the existing Agreement.

2. The accrual rate of employee benefits for year-round site(s) shall be in accordance with the current Collective Bargaining Agreement.

It is recognized that the year-round school schedule is new and may require modification to provide a quality education for students. Modifications will be discussed with the affected parties.

It is agreed that the District or CSEA may request, in writing, to open negotiations on the year-round school calendar as with the traditional calendar.

ARTICLE XXX. TERM

This Agreement will be in full force and effect through June 30, 2019 and, thereafter, shall continue until a new agreement is let.

The parties agree to reopen salary, benefits, and one (1) item each in each of the three years of the Agreement.

Either party may give the other party thirty (30) days written notice of termination after May 1, 2008, or any succeeding May 31st, when the Agreement has been opened in accordance with the foregoing.

ARTICLE XXXI. CONTRACT DISCREPANCIES

The District will perform the task of revising, drafting, printing and distributing the Collective Bargaining Agreement to reflect the changes in language, which may have been agreed to by the parties through the collective bargaining process.

This Agreement accurately reflects the negotiations of the respective parties. The parties, however, also acknowledge the possibility that this Agreement may contain clerical errors and/or omissions.

In the event that either party discovers what it believes to be an error after signing the Agreement, such party shall attempt to informally resolve the matter with the other party. If an informal resolution is not successful, the Association may pursue the matter as a grievance

1 under Article XIV. In any arbitration arising out of such a grievance, the bargaining history
2 between the parties shall be given the most weight as evidence of the intention of the parties.

3 **ARTICLE XXXII**
4 **TRANSPORTATION - FIELD TRIPS**
5

6 **1. Eligibility**
7

8 A "field trip" is any bus driving assignment other than the normal daily routes.

9 First priority for weekday field trip assignments shall go to trip drivers then regular school bus
10 drivers, including the lead school bus driver and trainer. Second priority for weekday field trip
11 assignments shall go to regular employees in the following classifications: head custodian/school
12 bus driver, dispatcher, mechanic, and utility worker.

13 Priority for weekend field trip assignments shall go to regular employees in the following
14 classifications: school bus driver, lead school bus driver, head custodian/school bus driver, trainer,
15 dispatcher, mechanic, and utility worker.

16 Field trip assignments are voluntary. No driver shall be required to drive on a field trip.

17 If none of the regular employees referenced above accepts a field trip assignment, then
18 substitute bus drivers and other District employees who possess a valid bus driver certificate
19 shall be eligible to accept the assignment.

20 No driver shall be eligible to drive on a field trip until the District certifies the employee as
21 proficient to drive on the type of field trip in question. A determination of proficiency to drive
22 on local field trips shall occur during the probationary period. Drivers must receive special
23 proficiency certification in order to drive non-local field trips in mountain areas or high density
24 urban areas, such as San Francisco, Los Angeles, Sacramento, or Fresno.

25 No driver shall be eligible to drive on a field trip if he/she is on vacation or taking
26 compensatory time off. An employee shall be considered "on vacation or taking comp time
27 off" from the end of the employee's last regular duty day before the time off until the
28 employee actually returns to work.

1 **2. Assignment Procedures/Determination of Charged Hours**

2 The Transportation Supervisor or designee shall typically post a notice of available weekday
3 field trips at least five (5) work days in advance and a notice of weekend field trips at least ten
4 (10) workdays in advance. The notice shall include a signup sheet for drivers to select field
5 trips they wish to drive. Drivers must prioritize their field trip selection choices on each field
6 trip signup sheet.

7 The Transportation Supervisor or designee shall assign all field trips in accordance with a list
8 of eligible drivers ranked by the total number of “charged hours.” An updated list showing the
9 current number of “charged hours” shall be posted at the same time as the notice of field trip
10 choices.

11 Subject to the priorities set forth in 1. Above, the eligible employee with the least number of
12 charged hours shall be offered first choice; the eligible employee with the next lowest number
13 of charged hours shall be offered second choice of assignment, and so forth. If two employees
14 have the same number of charged hours, then the most senior employee will be given first
15 choice. If a field trip is posted with less than five (5) work days notice, the driver with the
16 lowest number of charged hours who is not already assigned a field trip shall be given first
17 choice.

18 **“Charged hours” are determined as follows:**

19 A. All overtime hours worked, including but not limited to overtime accrued driving field
20 trips, are considered “charged hours” to an employee. Overtime hours shall be as defined in
21 Article V.

22 B. A driver who fails to sign up for a field trip or refuses to accept an offered field trip
23 assignment shall be charged hours for the trip. For example, a driver who fails to sign up for a
24 four (4) hour overtime field trip will be charged 4 hours for that trip as well as the driver who
25 accepted the assignment.

1 C. A driver is charged hours when he or she accepts an assignment and then cancels to the
2 same extent as if he/she refused the assignment or failed to sign-up for an available field trip.

3 D. If a driver is out on leave the day before or the day of an assigned field trip, the trip will
4 be reassigned to the next available driver according to the procedure set forth above. This
5 includes Fridays when a driver is assigned a Monday field trip. The absent driver will be
6 charged hours for the trip unless one of the exceptions set forth in F applies.

7 E. A driver who is on any pre-approved leave of absence, such as workers' compensation
8 leave, shall continue to rotate through the eligibility list while on such leave of absence and be
9 charged hours for not accepting assignments.

10 F. A driver shall not be charged hours for not accepting a field trip assignment in the
11 following circumstances:

12 1) The driver is on approved bereavement leave.

13 2) The driver is under summons for jury duty.

14 3) The driver is on pre-approved vacation or compensatory time off.

15 4) The field trip is scheduled on a holiday.

16 5) The field trip is scheduled as an overnight trip.

17 6) The driver had less than 5 work days' notice of the field trip.

18 G. Drivers new to the list of eligible drivers shall be charged hours equal to the driver with
19 the highest number of hours on the list.

20 H. Overtime hours accrued for the purpose of determining trip drivers assignments will be
21 zeroed out at the end of each school year. The placement order of drivers on the trip list as of
22 June 30th will carry forward to the day of work of the new school year.

23 Assignment Exchanges: Drivers may exchange one field trip assignment per week by
24 notifying the dispatcher. All exchanges are final even if the field trip is subsequently
25 cancelled.

1 **3. “On-duty” and “On-call” Time**

2 On a field trip, a driver is considered to be on-duty at all times, except scheduled meal breaks
3 and sleep time during which time the driver shall be “on-call.” A driver shall be accessible on
4 a District-provided wireless communication device at all times. A driver must remain in close
5 physical proximity to the group to render assistance as needed. If the driver is separated from
6 the group, he/she shall inform the field trip group leader of his/her location at all times.

7 During any 24 hour period, the driver shall be provided with a total of eight hours of non-duty
8 sleep time and meal breaks. There must be at least 8 hours of non-driving time between
9 driving duties.

10 When a driver returns from a field trip and cannot meet the 8 hour “no-driving” requirement
11 and begin his/her regular assignment on time the following day, the driver shall coordinate a
12 return to work time with the Transportation Supervisor or designee. The driver will be
13 required to perform his/her full work hour assignment on the following day with an alternate
14 schedule.

15 **4. Compensation for Overnight Field Trips**

16 On overnight trips, a driver shall be paid his/her overtime rate for no less than 16 hours
17 regardless of the actual number of hours worked. A driver who is called to duty during “on-
18 call” time shall be paid at his/her overtime rate for the additional service rendered.

19 **5. Trip Meal reimbursement**

20 Trip meal reimbursement is paid after a minimum of 4.5 hours of a trip.

21 Breakfast to be paid before 11:00 AM at \$10.00.

22 Lunch to be paid after 11:00 AM and before 4:00 PM at \$15.00.

23 Dinner to be paid after 4:00 PM at \$20.00.

1

*****SIGNATURE PAGE*****

**LOS BANOS UNIFIED
SCHOOL DISTRICT**

**CALIFORNIA SCHOOL EMPLOYEES'
ASSOCIATION, CHAPTER 92**

DATED: _____

2
3

1 EXHIBIT A

2 **BARGAINING UNIT CLASSIFICATIONS**

Clerical and /Special Education

Accounting Assistant – School
Accounting Specialist
Accounting Technician
Administrative Secretary - Elementary School
Administrative Secretary - Secondary School
Administrative Assistant – Secondary School
Attendance Secretary
Career Guidance Technician
Health Assistant
Human Resources Technician
Nurse Assistant
Office Assistant
Office Specialist – School
Registrar – High School
Registrar – Junior High
Secretary District/Site
Secretary – District
Vocational Specialist

Maintenance and Operations

Carpenter
Computer Support Technician
Custodian
Electrician
Groundskeeper
Head Custodian
Head Custodian – Secondary
Help Desk Technician
HVAC
Information System Specialist
Maintenance Specialist
Plumber
Swimming Pool Operator

Media Classes

Library Media Assistant
Library Media Specialist

Food Service Classes

Child Nutrition – Site Specialist
Child Nutrition – Technician
Child Nutrition – Worker

Transportation Classes

Bus Driver
Bus Driver - Food Service Delivery

Bus Driver – Mail Delivery
Dispatcher Transportation
Head Mechanic
Mechanic/Bus Driver

Classified Aide Classes

Paraprofessional
Behavior Support Assistant - Special
Education
Behavior Support Specialist
Campus Safety/Security Liaison
Community Liaison
LEAP Site Leader

1 The following positions are deemed confidential and excluded from the unit:

2 Executive Secretary

3 Personnel Specialist

4 Secretaries to Assistant Superintendents – Elementary and Secondary Education

5 The persons serving in other existing designated confidential positions will continue as confidential
6 until they leave the job and the position becomes vacant; then the job will be filled as a bargaining
7 unit position.

EXHIBIT B

CLASSIFIED HOLIDAY SCHEDULE

Local Holiday Associated with July 4th
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Local Holiday (Friday after Thanksgiving)
Christmas Eve
Christmas Day
New Year's Day
Martin Luther King Day
Lincoln Day
Washington Day
Local Holiday Associated with Easter
Memorial Day

1
2

EXHIBIT C
SALARY SCHEDULES

[illegible]

[illegible]

EXHIBIT D
RECLASSIFICATION PROCESS – CSEA

Background/Purpose:

- a. Every classified position at Los Banos Unified School District is placed in a classification.
- b. Reclassification is a change in an individual's title, and/or job description using the following criteria:

The duties being performed by the employee who currently occupies the position are inconsistent with their current classification.
Reclassification is not a mechanism for a salary increase.
Reclassification *may or may not* result in a promotion.

Reclassification Criteria:

1. Reasons that may be a basis for reclassification:
 - a. Significant new job duties that are permanently added to the job or job description by the supervisor.
 - b. Significantly increased responsibilities; other than increased workload, have been permanently added to the position by the supervisor.
2. Reasons that are not a basis for reclassification:
 - a. Longevity and/or seniority
 - b. Excellence in work performance
 - c. Workload
 - d. Assuming duties on one's own behalf without the knowledge of management
 - e. Changes in process or technology that do not result in an increase in workload.
3. Request for Reclassification:
 - a. Any employee requesting a reclassification shall not be eligible to resubmit another request for three years.
 - b. Reclassification is open to any permanent employee (as long as a reclassification for their job class has not been submitted within the past three years).
 - c. Any employee who meets the eligibility criteria for reclassification consideration shall complete and submit to the Assistant Superintendent Human Resources, a Reclassification Packet by 5:00 p.m. on January 10th. Incomplete packets will not be considered and the employee will not be eligible to submit another request for (3) three years.
 - d. Any employee who is requesting a reclassification shall submit a completed Reclassification Packet with all required attachments and signatures. Incomplete packets will not be considered and the employee will not be eligible to submit another request for three (3) years.

1 **4. Reclassification Process:**

2 All requests which meet the eligibility criteria, shall be reviewed by a panel which consists of
3 the following: One (1) CSEA appointee, one(1) Human Resources appointee, and one (1)
4 neutral party that is chosen by both CSEA 92 and the District. The neutral party shall not be an
5 employee of the District. The cost of the neutral party shall be paid by the district.

- 6 a. The review panel shall meet in January of each year.
7 b. The recommendation of the panel shall be final.
8 c. Reclassification decisions are not subject to appeal.
9 d.

10 **Review Panel:**

11
12 When considering a possible reclassification, (the internal consistency/integrity of the salary
13 schedule cannot be disrupted) the panel shall have the authority to recommend the following:

- 14 a. Reclassification and/or salary range placement
15 b. Changes or updates to the job description
16 c. Creation of a new classification or range
17 d.

18 **Final Decision:**

- 19
20 a. The Superintendent (or designee) will notify the panel and the employee of the final
21 decision. All reclassifications must be approved by the Board of Trustees.
22 Reclassification decisions cannot be appealed.
23 b. Upon reclassification of an individual position, the position shall be placed on the
24 classified salary schedule according to the agreed upon step/range by the panel. All
25 approved reclassifications shall take effect the following July 1st unless special
26 circumstances are supported by the panel and approved by the Superintendent (or
27 designee).
28 c. Reclassification shall not affect the employee's anniversary date.
29 d. If it is agreed the employee has been working out of class, but is not being reclassified
30 for the out-of-class duties the employee will be paid an appropriate out-of-class
31 differential for the time in which they worked out-of-class.
32
33

**REQUEST FOR RECLASSIFICATION – Classified Personnel Information
Summary – Form A**

A. EMPLOYEE INFORMATION

1. Name _____ Last four Digits of SS# _____
2. School/Department _____
3. Email Address _____ Contact Number _____
4. Name of Immediate Supervisor _____
5. Present Job Title _____
6. Hours per day worked _____
7. Contracted Days of Service _____
8. Current Step on Salary Schedule _____
9. Beginning Date in Current Classification _____
10. Reclassification Title and/or Range Requested _____
11. Other Positions Held While Employed with LBUSD _____

Does your current Job Classification / Job Description accurately describe your position and the job you do on a daily basis? **Yes** **No**

If no, what Job Classification do you believe better describes the position, and why?
(You must attach both your current job description and the proposed new job description. (Cite the source for any proposed job description if the job description came from a source outside of Los Banos Unified School District.)

Indicate how you receive the majority of your work assignments related to this request for reclassification.

- Work is assigned by supervisor who tells me how it is to be done.
 Work is assigned by supervisor, but I decide how to complete it.
 I have responsibility for certain duties, and I know when and how to do them.
 I determine what work to do and how to do that work.

SPECIFIC JOB DUTIES – JUSTIFICATION FOR RECLASSIFICATION REVIEW

Job Duties and Responsibilities – Describe in detail the regular duties and work that you perform. List each duty on a separate line. Begin with those duties you feel are the most important. Indicate the approximate percent of your total work time you spend on each job duty. The total should add up to 100%, which is equal to the number of hours you work.

Job Duty:
% of Time

[illegible]

Please use the chart below to describe the job duties listed above that fall outside of your current job description. After you have listed the duties, please indicate how often you perform each duty by using:

D=Daily W=Weekly M=Monthly Q=Quarterly A=Annually
O=Occasionally

Duties Added to the Position	Frequency	Comments

*Attach Additional Pages if Needed

Are there other employees in your current classification? ____Yes ____No

Could this request for reclassification affect the other employees currently in your same classification?

____Yes ____No

Do you believe the added duties will be assigned on a continuing basis? ____Yes
 ____No

1 If you answered "Yes" what evidence, data, etc. do you have to support your answer?
2
3
4
5
6
7
8

9 What machinery or equipment/technology do you use in performing the tasks
10 identified in the table above?
11
12
13
14
15
16
17

18 List the SPECIFIC changes that have occurred in this job and note how the changes
19 took place. (i.e., Supervisor request, new technology, etc.)
20
21
22
23
24
25

26 If scope, complexity, percent of time or frequency has changed, but duties are
27 essentially the same, explain:
28
29
30
31
32
33
34

35 What records do you regularly maintain or prepare?
36
37
38
39
40
41
42

43 What reports do you prepare or supervise the preparation of?
44
45
46
47
48
49
50

1
2
3 Describe the most difficult and/or major decisions you make in the course of your
4 work?
5
6
7
8
9
10
11

12 What review is made of your decisions by others?
13
14
15
16
17
18
19

20 What is the amount/type of budget for which you have direct accountability?
21
22
23
24
25
26
27

28 What new skills does your current position require that are difference from your job
29 title?
30
31
32
33
34
35

36 What new duties are involved or developed by the position and how are they carried
37 out?
38
39
40
41
42
43
44

45 Please list any new certifications, licenses and/or specialized training required for your
46 new position/job duties?
47
48
49
50

1
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3
4 If you supervise anyone in your position, please provide information related to who
5 you supervise, what tasks they do that you supervise and any other information
6 related to staff supervision.
7
8
9
10
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13
14

15
16 **REQUEST FOR RECLASSIFICATION – SUPERVISOR’S STATEMENT AND INPUT**
17 **– FORM B**
18
19

20 Supervisor’s
21 Name _____

22 Supervisor’s
23 Title _____

24 Employee Requesting Reclassification Review _____

25 Classification of Employee Requesting Reclassification Review _____
26

27 Have you carefully reviewed the employee’s completed forms? _____ Yes
28 _____ No

29 Do the completed forms accurately reflect the current job duties of the employee?
30 _____ Yes _____ No
31

32 If the completed forms do not accurately reflect the current job duties of the employee,
33 please explain the inaccuracies and refer to the numbered item in the application that
34 you are referring to.
35
36
37
38
39
40
41

42 Are there any additional duties that you see as a supervisor which were omitted by the
43 applicant that need to be considered? _____ Yes _____ No
44

45 If there are additional duties that you see as a supervisor, please name those duties
46 and be specific about the amount of the employee’s day the duty requires to complete.
47
48
49
50

If the employee is performing work which justifies an upward reclassification or creation of a higher level position, do you anticipate an ongoing need for that work or is that work temporary in nature? Please explain.

Have you had any prior discussions with the employee about the reclassification review? _____ Yes _____ No

Are there any concerns, conflicts or limitations regarding reclassification that LBUSD or the bargaining unit may need to take into consideration regarding this employee's reclassification request?

SUPERVISOR RECOMMENDATION:

☐ Reclass existing position

☐ Create Entirely New Position

☐ No Action Necessary
Temporarily

☐ Compensation Out of Class Work
as Need is not Permanent

Additional Comments (Optional, not required):

Supervisor's Name

Contact Number

Supervisor's Signature

Date

**REQUEST FOR RECLASSIFICATION – ASSISTANT SUPERINTENDENT HR
RESPONSE – FORM C**

Employee

Name _____

Current Job _____

Family _____

Current

Classification _____

Have you carefully researched the information provided in Forms A, B and C?

_____ Yes _____ No

Based on your research of the information provided in Forms A, B and C, does there appear to be out of class work being performed by the employee? _____ Yes

_____ No

Please provide information related to your research that leads you to believe that out of class work is being performed by the employee:

Are there any additional duties that you discovered by the applicant and/or supervisor that should be considered?

If the employee is performing work which justifies an upward reclassification or new position, do you anticipate an ongoing need for that work or is that work temporary in nature? Please explain:

If any work is identified in Forms A, B or C that is overlapping duties, please identify:

1
2
3
4
5
6 Have you discussed this information with the employee's supervisor? ____ Yes
7 ____ No

8
9 Are there any concerns, conflicts or limitations regarding reclassification that
10 LBUSD or the bargaining unit may need to take into consideration regarding the
11 employee's reclassification request?
12
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20 **RECOMMENDATION OF THE ASSISTANT SUPERINTENDENT HR**

- 21
22 ☐ Reclass existing position ☐ Create Entirely New Position
23
24 ☐ No Action Necessary ☐ Compensation Out of Class Work
25 Temporarily as Need is not Permanent
26
27

28 Additional Comments (Optional, not required):
29
30
31
32
33
34
35

36 Assistant Superintendent HR Name

Contact Number

37
38
39
40 Assistant Superintendent HR Signature

Date

41
42
43
44 If you checked the box, "Reclass existing position," what position should the
45 applicant's position be reclassified to:
46

47 Job Title:
48

49 If there is an explanation for checking "no action necessary," please provide the
50 explanation:

1
2
3 If you checked the box, "Create Entirely New Position," what new position do you
4 recommend?
5
6
7

8
9 _____
10 Assistant Superintendent Human Resources Signature
11

Date

Board Reference Material

SUBJECT TITLE: **Memorandum(s) of Understanding between CSEA and LBUSD to Change the Local Holiday Associated with July 4th on the 2018-2019 School Calendar**

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended that the Board approve moving the local holiday associated with July 4th from the current date of July 3, 2018 to July 5, 2018.

BACKGROUND INFORMATION:

Since the approval of the 2018-2019 school calendars at the December Board Meeting, concern has been raised about the local holiday associated with July 4th being on the calendar as July 3rd. Summer school is in session on July 3rd and will require staff in order to operate. To accommodate the summer school schedule, CSEA has met with LBUSD District Staff, and both have signed MOUs agreeing to move the local holiday associated with July 4th from July 3rd to July 5th.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None identified.

SPECIFIC FINANCIAL IMPACT:

N/A

ORIGINATOR: Tammie Calzadillas, Ed.D., Assistant Superintendent, Human Resources
DATE: March 8, 2018

Memorandum of Understanding
Between the Los Banos Unified School District
And
The California School Employees Association

1. To make the following changes to the district approved 2018-19 Calendar
 - a) Moving the California School Employees Association (CSEA) local holiday associated with July 4th from July 3rd to July 5th, the day after the Holiday.

Agreed this eighth day of March, 2018.

For the Los Banos Unified School District:



For the California School Employees
Association:



Board Reference Material

SUBJECT TITLE: **Memorandum(s) of Understanding between LBTA and LBUSD to Change the Local Holiday Associated with July 4th on the 2018-2019 School Calendar**

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended that the Board approve moving the local holiday associated with July 4th from the current date of July 3, 2018 to July 5, 2018.

BACKGROUND INFORMATION:

Since the approval of the 2018-2019 school calendars at the December Board Meeting, concern has been raised about the local holiday associated with July 4th being on the calendar as July 3rd. Summer school is in session on July 3rd and will require staff in order to operate. To accommodate the summer school schedule, LBTA has met with LBUSD District Staff, and both have signed MOUs agreeing to move the local holiday associated with July 4th from July 3rd to July 5th.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None identified.

SPECIFIC FINANCIAL IMPACT:

N/A

ORIGINATOR: Tammie Calzadillas, Ed.D., Assistant Superintendent, Human Resources
DATE: March 8, 2018

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

1. To make the following changes to the district approved 2018-19 Calendar
 - a) Moving the California School Employees Association local holiday associated with July 4th from July 3rd to July 5th, the day after the Holiday.

Agreed this eighth day of March, 2018.

For the Los Banos Unified School District:



For the Los Banos Teachers' Association:



Board Reference Material

SUBJECT TITLE: **Change to the Approved 2018-2019 School Calendar**

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended that the Board approve the change to the 2018-2019 calendar that moves the local holiday associated with July 4th from the current date of July 3, 2018 to July 5, 2018.

BACKGROUND INFORMATION:

Since the approval of the 2018-2019 school calendars at the December Board Meeting, concern has been raised about the local holiday associated with July 4th being on the calendar as July 3rd. Summer school is in session on July 3rd and will require staff in order to operate. LBUSD Staff has met and signed MOU's with both employee groups to demonstrate that all parties are in agreement with the change to the calendar.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None identified.

SPECIFIC FINANCIAL IMPACT:

N/A

ORIGINATOR: Tammie Calzadillas, Ed.D., Assistant Superintendent, Human Resources
DATE: March 8, 2018

LOS BANOS UNIFIED SCHOOL DISTRICT

2018-2019 School Calendar

All Wednesdays Are Minimum Days for all Elementary Schools

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Su	M	Tu	W	Th	F	Sa
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2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Su	M	Tu	W	Th	F	Sa
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Su	M	Tu	W	Th	F	Sa
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5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Su	M	Tu	W	Th	F	Sa
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3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

Su	M	Tu	W	Th	F	Sa
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3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

- Elementary Teacher Prep
- All District Teacher Prep
- Secondary Teacher Prep
- Secondary First/Last Day of School
- Elementary First/Last Day of School
- Elementary Parent Teacher Conferences
- Holidays
- Elementary Minimum Day - Teacher Prep
- Elementary Minimum Day
- Secondary Minimum Day
- All District Minimum Day
- Elementary PLC
- High School PLC
- Jr. High PLC
- Staff Development Days
- Classified Staff Holidays

Holidays
 September 3
 November 12 (observed)
 November 19-23
 Dec. 24 - Jan. 11
 January 21
 February 11
 February 18
 March 25-29
 April 19-22
 May 3
 May 27

Labor Day
 Veteran's Day
 Thanksgiving Break
 Winter Break
 Martin Luther King Day
 Lincoln Day
 Washington Day
 Spring Break
 April Recess
 May Day
 Memorial Day

Report Card Periods
 Grades TK-6
 1st Trimester Ends - November 2 (59)
 2nd Trimester Ends - March 1 (59)
 3rd Trimester Ends - June 7 (62)
 Grades 7-8
 1st Trimester Ends - November 2 (60)
 2nd Trimester Ends - March 1 (59)
 3rd Trimester Ends - June 6 (61)
 High Schools
 1st Quarter Ends - October 12 (46)
 2nd Quarter Ends - December 21 (43)
 3rd Quarter Ends - March 22 (46)
 4th Quarter Ends - June 7 (45)

Kindergarten Registration
 February 25 thru March 1, 2019

Graduations
 Pacheco High School - June 7 - 8:00 PM
 Los Banos High - June 7 - 8:00 PM

Board Adopted: December 14, 2017
 vertex42 calendar

★ Oct. 31, Mar. 6, and May 29 - Elementary Report Card Prep Days

LOS BANOS UNIFIED SCHOOL DISTRICT

2018-2019 School Calendar

All Wednesdays Are Minimum Days for all Elementary Schools

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
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- Elementary Teacher Prep
- All District Teacher Prep
- Secondary Teacher Prep
- Secondary First/Last Day of School
- Elementary First/Last Day of School
- Elementary Parent Teacher Conferences
- Holidays
- Elementary Minimum Day - Teacher Prep
- Elementary Minimum Day
- Secondary Minimum Day
- All District Minimum Day
- Elementary PLC
- High School PLC
- Jr. High PLC
- Staff Development Days
- Classified Staff Holidays

Holidays
 September 3
 November 12 (observed)
 November 19-23
 Dec. 24 - Jan. 11
 January 21
 February 11
 February 18
 March 25-29
 April 19-22
 May 3
 May 27

Labor Day
 Veteran's Day
 Thanksgiving Break
 Winter Break
 Martin Luther King Day
 Lincoln Day
 Washington Day
 Spring Break
 April Recess
 May Day
 Memorial Day

Report Card Periods
 Grades TK-5
 1st Trimester Ends - November 2 (59)
 2nd Trimester Ends - March 1 (59)
 3rd Trimester Ends - June 7 (62)
 Grades 6-8
 1st Trimester Ends - November 2 (60)
 2nd Trimester Ends - March 1 (59)
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Board Adopted: December 14, 2017
 r: March 8, 2018
 vertex42 calendar

★ Oct. 31, Mar. 6, and May 29 - Elementary Report Card Prep Days

Board Reference Material

SUBJECT TITLE: LBTA Agreement Proposal

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve 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.

BACKGROUND INFORMATION:

The Los Banos Unified Teachers Association and the Los Banos Unified School District believe that it would be best for both parties to extend the current Collective Bargaining Agreement for one year.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS

ALTERNATIVES/IDENTIFIED OPPOSITION:

None.

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

ORIGINATOR: Tammie Calzadillas, Ed.D., Assistant Superintendent, Human Resources
Date: March 8, 2018


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

1. The Los Banos Unified School District and the Los Banos Teachers' Association agree to extend the collective bargaining agreement between the two parties until June 30, 2019.
2. The opener(s) during the term of this agreement may include Article VI (Salary), one section of one article by each party, and other mutually agreed upon item(s).

Agreed this eighth day of March, 2018.

For the Los Banos Unified School District:

For the Los Banos Teachers' Association:



Board Reference Material

SUBJECT TITLE: **CSBA Delegate Assembly Election**

REQUESTED ACTION: Cast vote

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board cast its vote for a representative to the California School Boards' Association Delegate Assembly.

BACKGROUND INFORMATION:

There is one vacancy and one incumbent candidate running for the position to the CSBA Delegate Assembly, Subregion 8-D, for Merced County. The Board may cast a vote for the incumbent or make use of the write-in provision if they choose. A biographical sketch is included for the candidate.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None.

SPECIFIC FINANCIAL IMPACT:

None.

ORIGINATOR: Mark Marshall, Ed.D., Superintendent
Dated: March 8, 2018

REQUIRES BOARD ACTION

This completed **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the U.S. post office no later than **THURSDAY, MARCH 15, 2018**. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box.

A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.

OFFICIAL 2018 DELEGATE ASSEMBLY BALLOT
SUBREGION 8-D
(Merced County)

Number of vacancies: 1 (Vote for no more than 1 candidate)

Delegates will serve two-year terms beginning April 1, 2018 – March 31, 2020

**denotes incumbent*

☐

John Medearis (Merced Union HSD)

Provision for Write-in Candidate Name

School District

Signature of Superintendent or Board Clerk

Title

School District

Date of Board Action

See reverse side for a current list of all Delegates in your Region.



2018 Delegate Assembly Candidate Biographical Sketch Form

DUE: Sunday, January 7, 2018

Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 | or email: nominations@csba.org.

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will not be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office. Late submissions will not be accepted. If you have any questions, please contact the Executive Office at (800) 266-3382.

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

Signature: [Signature] Date: 12/31/2017

Name: <u>John Medearis</u>	CSBA Region-subregion #: <u>8-D</u>
District or COE: <u>Merced Union High School District</u>	Years on board: <u>1</u>
Profession: <u>I.T. Business Analyst</u>	Contact Number: (please v <input type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Bus.) <u>209.580.4338</u>
* Primary E-mail: <u>jmedearis@muhsd.org</u>	
(* Communications from CSBA will be sent to primary email)	
Are you a continuing Delegate? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, how long have you served as a Delegate? _____	

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

To participate and do as much as I can in my role as a board trustee. I have over 30 years of leadership, management, and I.T. experience. I also served as a founding member of the Irvine Music Coalition, a parent based organization whose mission was to ensure music continued to be available and funded. I also served on the Irvine Public Schools Foundation Board, an organization that works to fund education and other student focused learning programs.

Please describe your activities and involvement on your local board, community, and/or CSBA.

In addition to attending all board meetings, I have attended WASC sessions for some of our sites, various fund raising events, union sponsored social events, numerous site visits at all of our campuses, and completed the CSBA MIG training.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

I think the courses offered by CSBA for new board members and MIG do a great job for board trustees. There are times where I would like to ask questions of other board members of other districts. Is there a forum through CSBA for posting questions? If not, I think something along those lines would be very beneficial for new and experienced board trustees.

Board Reference Material

SUBJECT TITLE: **Salary Schedules for the Newly Created Positions of:
Translator/Interpreter and Speech Language Pathology Assistant**

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended that the Board approve salary schedules to accompany the new job descriptions for Translator/Interpreter and the Speech Language Pathology Assistant.

BACKGROUND INFORMATION:

A Speech Language Pathology Assistant (SLPA) requires specific training and skills in order to perform the essential functions of their position. A supervising Speech Language Pathologist (SLP) is required to oversee the work of the SLPA. The SLPA assists the SLP with speech, language, and hearing, assists during assessment of students, and recommend equipment for therapy needs. The salary of \$27.39 per hour, which is Range 33, for the SLPA position is based upon the competitive wages paid by neighboring school districts for the SLPA positions.

The Translator/Interpreter position existed as a position until 2011-2012 when the position was eliminated. At the time the position was eliminated, the Translator/Interpreter was on the Classified Salary Schedule at Range 10A, which was equivalent in Range to an Account Clerk I. When comparing salaries of Translator/Interpreters in other districts, the current salary of an Accounting Assistant (Formerly Account Clerk I), is comparable at Range 12.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

ALTERNATIVES/IDENTIFIED OPPOSITION:

None at this time.

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

ORIGINATOR: Tammie Calzadillas, Ed.D., Assistant Superintendent, Human Resources
Date: March 8, 2018

Classified Salary Schedule

RANGE	CLASSIFICATION	FORMER
1	Paraprofessional	Instr Aide 1, Instr Aide, Bilingual Instr Aide Preschool Bilingual Aide/ Instr Aide
3	Office Assistant	Bilingual Clerk Typist/Aide, Clerial Aide
4	Child Nutrition Worker	Food Service Worker II
5	Behavior Support Assistant-Special Education	Behavior Support Aide
6	Library Media Assistant	Media Aide
6	Community Liaison	Community Aide, Preschool Community Aide
7	Child Nutrition Technician	Food Service Worker III
8	Campus Safety/Security Liaison	
9	Health Assistant	
10	Office Specialist-School	Secretary II
11	Attendance Secretary	Secretary III
11	Human Resources Technician	Secretary III
11	Secretary-District Office/Site	Secretary III
12	Accounting Assistant	Account Clerk I
12	Translator / Interpreter	
13	Administrative Secretary-Elementary School	Secretary III, Secretary IV-Large Elementary
14	Custodian	
15	Behavior Support Specialist	
15	Library Media Specialist	Media Speciality I & II
16	Child Nutrition Site Specialist	Food Service Worker V
17	Groundskeeper	
18	Registrar	
19	Bus Driver/Food Service Delivery/Mail Delivery	
21	Music Accompanist	
22	Accounting Technician	
22	Head Custodian	Head Custodian I, Head Custodian Counrty School
23	Dispatcher-Transportation	Transportation/Dispatcher
24	Help Desk Technician	
25	Administrative Assistant-Secondary School	Administrative Secretary -High School
26	Head Custodian-Secondary	V-Jr High School
27	Computer Support Technician	Head Custodian II & III
28	Career Guidance Technician	Computer Technician I
28	Vocational Specialist	
29	Nurse Assistant	Vocational Specialist II
29	Leap Site Leader	
30	Mechanic/Bus Driver	
31	Accounting Specialist	
31	Swimming Pool Operator / Maintenance Specialist	Accounting Technician III
32	Head Mechanic	
33	Information Systems Specialist	
33	Speech and Language Pathologist Assistant	

[illegible]

[illegible]

[illegible]

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

City Hall

Mr. Parreira called the meeting to order at 5:00 P.M.

Call to Order

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

Roll Call

ABSENT: Ms. Goin

A study session was held prior to the beginning of the meeting by presenters: Adam Bauer, Fieldman, Rolapp, & Associates, Inc., Bonnie Moss and Peter Myers with Clifford Moss Communication Consultants regarding School Facility Needs Eligible for Prop 39 School Bond Consideration.

Study Session

A closed session was held at 6:15 P.M. for Public Employees: Discipline/Dismissal/Release/Reassignment (Section 54957) (Action); Student Discipline: Cases #4157495820 and #5517777 (Action); Conference with Labor Negotiator (Section 54957.6) Agency Negotiators: Tammie Calzadillas, Paul Enos, Don Laursen, Mark Marshall and Paula Mastrangelo; Employee Organization: Confidential, LBTA (No action).

Closed Session

The regular meeting was opened by Mr. Parreira at 7:07 P.M.

Regular Meeting

The audience was led in the Pledge of Allegiance by Kyle Jackson, Los Banos High School Student Representative. A moment of silence was held for Dr. Joseph Cox, former LBUSD administrator and School Board Member.

Pledge of
Allegiance

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

Approval of
Agenda

Ashley Williams, Executive Director for Habitat for Humanity, came forward and thanked the District for the support given to Habitat for Humanity and approval of waiver fees for two homes built on M Street. She said that one of two homes was recently completed and invited everyone to the *Home Dedication* at 541 M Street, Los Banos, on February 24th at 10:00 A.M.

Public Forum

Adrianna Cervantes, Martha Cordero, Armanda Ruiz, Maria Sanchez and Gray Munoz were presented with certificates and recognized for completing the Merced County Parent Leadership Training Institute Course.

Recognition/
Introductions

Dr. Marshall presented Louis Parreira and the late Frank Parreira (accepted by his son Anthony Parreira) with Westside Union High School Diplomas. Mr. Anthony Parreira thanked everyone that helped make this event happen and congratulated his Uncle Louie.

Mr. Parreira welcomed Mr. De La Cruz's PHS History class to the meeting.

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

No Report LBTA Report

CSEA Chapter President, Lisa Souza came forward with an *In the Spotlight* presentation recognizing the food service department. CSEA Report

Dr. Marshall said that throughout the District great things are happening, students are winning many county and state awards; and teachers and support staff are amazing. He commended Miano Elementary School staff for the way they implemented the Crisis Management Plan during the recent incident at that site. He complimented LBJH for hosting the Community Café in conjunction with Merced College Los Banos Campus. He recently visited San Jose Firehouse and found it to be very informative. He gave a crossing guard update regarding recent training and thanked the City for their help. He said the District will be looking at school safety and reviewing District safety plans. He said the District was recently selected to participate in the California Education Partners conference in Sacramento and many team members will be attending the event. Superintendent's Report

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

Mr. Parreira said that his Uncle had no idea that he was going to be presented with a diploma and the event was very special to the Parreira Family. He recently attended the CJH challenge day as a participant, stating that it was an extremely emotional day and thanked CJH for the invitation to participate. He recently read to 2nd graders at LFE, attended Merced Mariposa Teachers Association School Board Dinner where LBHS floral design class did beautiful flower arrangements, was a guest speaker at WUES career day, and attended the Community Cafe at LBJH. He said the Merced College presentation was very informative and thanked both LBJH and Merced College. Ms. Smith attended a LBHS School Site Council meeting where the comprehensive safety plan was reviewed. She said safety is huge concern and having a plan in place to protect the students is extremely important. She commended Mr. Gurgen for a nice event. Mr. Martinez thanked everyone for coming to the meeting and said that a health issue kept him from attending many site events the past month. He expressed concern regarding the recent shooting near RME, stating that it is a wake-up call and District safety needs to be looked at. Mr. Areias said he attended Community Cafe and School Board Dinner in Merced. He said everyone should be aware that the Board is moving forward with the proposed Bond measure. He said the District is in need of money the bond would generate in order to build a new school to house students. He said members of the community will soon be receiving an informational flyer in the mail and phone calls regarding the bond. He urged everyone to please read and give the District feedback. He spoke to students in attendance from Mr. De La Cruz's PHS History Class stating that many of them would be receiving a diploma just like the Pereira brothers; the only difference would be that their history class was the Parreira's current event and the Parreira's lived what students are learning in class. Mr. Munoz gave a report on the Parent Leadership Training Institute Course. He said the District is on the verge of bringing this program to Los Banos to help the community. He said he recently attended Challenge Day, stating that it was excellent and thanked Ms. Brasil for hosting. He commended Habitat for Humanity for the two homes recently built, Trustee Reports

stating that he has been an active volunteer in the project, will be the project manager on the next house built and encouraged everyone to volunteer. Ms. Benton welcomed the PHS students. She recently attended a performance by the Merced Symphony at PHS for all district fourth grade students. She thanked the community for the many donations that allowed all fourth grade students the opportunity to attend. She said the students enjoyed the event and it was very successful. She congratulated Sage Hackett for winning the Rotary Speech Contest for FFA students. She said that Challenge Day at both JH's very powerful. She recently was a judge at the LBE poetry contest and thanked Dr. Marshall for his hard work placing crossing guards at the 11th Street and Hwy 152 crossing. Mr. Munoz reported that he had been asked to join the Board of Directors for Habitat for Humanity.

Cafeteria Supervisor, Steven Baughman, came forward and gave a brief informative presentation regarding the "Child Fair Hunger and Fair Treatment Act of 2017" and asked Trustees to approve the changes to current Board Policy. On motion by Member Areias, seconded by Member Smith, Trustees declared intent to adopt the changes to BP-3553 and AR-3553 in order to remain in compliance with the "Child Fair Hunger and Fair Treatment Act of 2017." Ayes: Areias; Benton, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: Goin. Motion carried	Board Policy (First Reading)
On motion by Member Benton, seconded by Member Martinez, Trustees approved the 2018-19 Budget Guidelines and Budget Assumptions. Ayes: Areias; Benton, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: Goin. Motion carried	Budget Guidelines and Assumptions
On motion by Member Areias, seconded by Member Benton, Trustees adopted Reimbursement Resolution #01-18. Ayes: Areias, Benton, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: Goin. Motion carried	Reimbursement Resolution
Mr. Paul Enos and Ms. Paula Mastrangelo provided an informational report on the Local Control Accountability Plan (LCAP), reviewing goals #2 and #4 of the plan.	Local Control Accountability Plan Report
On motion by Member Martinez, seconded by Member Munoz, Trustees adopted a Declaration of Need through June 30, 2019, certifying that there is an insufficient number of certificated personnel who meet District employment criteria. Ayes: Areias, Benton, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: Goin. Motion carried	Declaration of Need
On motion by Member Smith, seconded by Member Munoz, Trustees declared its intent to adopt the following revision to policy AR 6146.11 Marching Band for PE Credit. Ayes: Areias, Benton, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: Goin. Motion carried	Mandated Policy Revision (First Reading)
There was a brief discussion regarding the Crossroads PE Course Offering. It was recommended that Mr. Enos research the number of students that would be taking summer school PE. On motion by Member Smith, seconded by Member Martinez, Trustees approved the PE offerings from Crossroads Alternative Education Center for targeted high school students. Ayes: Areias, Benton, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: Goin. Motion carried	Crossroads PE Course Offering

On motion by Member Areias, seconded by Member Martinez, Trustees approved the Consent Calendar as submitted pulling Item H -3 for further discussion.	CONSENT CALENDAR
Trustees approved minutes of the: Regular Meeting held on January 11, 2018 and a Special Board Meeting on January 29, 2018.	Minutes
Certificated Report: Appointment: Haworth, Kara – Science Teacher, LBHS – effective 1/20/2018. Resigned: Remedios, Haley – Science Teacher, LBHS – effective 1/16/2018, Barco, Heather – Psychologist - effective 1/31/2018. Retired: Fessenden, Richard – effective 6/30/2018. Extra Duty Appointments: Jose Luna-Head Varsity Track Coach-PHS, Mike Lemos-Head Baseball Coach-Frosh-LBHS, Carlos Rodriguez-Head Baseball Coach-Frosh-PHS, Tyrell Jenkins-Head JV Baseball Coach-PHS, Lorinda Sanchez-Asst. Girls Softball-Varsity-LBHS, Brittney Cooksey-Asst. Track Coach-PHS, Shelby Steig- Asst. Track Coach-PHS, David Curry- Asst. Track Coach-PHS, Darryl Barger-7 th Grade Boys Basketball-LBJH, Ron Harris-7 th Grade Boys Basketball-LBJH, Brian Keith Lockett-7 th Grade Asst. Basketball Coach-LBJH, Ralph Apodaca-8 th Grade Asst. Basketball Coach-LBJH, Ryan Thiercoff-8 th Grade Asst. Basketball Coach-LBJH. Resigned-Shirley Brand-Asst. Band Director-LBHS. Classified Report: New Hires: Roman Flores, Ashley – SS, Behavior Support Assistant (6 Hrs), Swain, Brittney – SS, Behavior Support Assistant (6 Hrs). Appointments: Gargano, Melissa – WUES, Office Assistant (6 Hrs).	Personnel Actions
The monthly Fiscal Report was submitted for Board information.	Fiscal Report
Trustees certified corrective actions taken by the District to correct the 2016-17 audit findings.	Certification of Corrective Actions for Audit Findings
Trustees approved the new job description for: Speech and Language Pathologist Assistant and Translator/Interpreter.	Job Description
Trustees approved the Comprehensive Safety Plans as submitted by each school site during the 2017-18 school year.	Comprehensive Safety Plans
Trustees approved the exemption request with the State Allocation Board for the Crossroads Alternative Education Center facility.	CR Building Exemption
Trustees approved the following agreements/proposals: Agreement, Hanover Research Partnership, research solutions and Agreement, Jeanette L. Garcia & Associates, audit services.	Agreements/ Contracts
Trustees approved the following overnight/out-of-state travel: LBHS Students, MESA Regional Competition, UC Santa Barbara, April 20-21, 2018; LBHS Teacher, Training Seminar, Reno, NE April 39-6, 2018; LBHS Boy's Tennis, tennis tournament, Clovis CA, March 2-3, 2018; CE, Covered Wagon Trip, Madera, CA on May 10 -13, 2018.	Travel

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
After a brief discussion regarding the Level II fee process a motion was made by Mr. Areias, seconded by Ms. Benton, Trustees approved the agreement with School Facility Consultants. Ayes: Areias, Benton, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: Goin. Motion carried	School Facility Consultants Contract
On motion by Member Areias, seconded by Member Benton Trustees accepted the resignation of a probationary certificated employee. Ayes: Areias, Benton, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: Goin. Motion carried	Reporting Closed Session
On motion by Member Areias seconded by Member Benton, Trustees expelled student case #551777 from the District for one calendar year. Trustees expelled Student case # 4157495820 for 2 semesters through the next fall semester. Ayes: Mr. Areias, Benton, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: Goin. Motion carried.	
Member Smith asked the District to consider purchasing Automated External Defibrillators (AED) for school sites. She said it is shocking to hear that Dos Palos has so many on their campuses and would like to see the District do the same.	Future Agenda Items
The meeting was adjourned by Mr. Parreira at 8:41 P.M.	Adjournment

SECRETARY

LOS BANOS UNIFIED SCHOOL DISTRICT
MINUTES OF THE SPECIAL MEETING
OF THE BOARD OF EDUCATION
February 24, 2018

District Office

Mr. Parreira called the meeting to order at 10:00 A.M.

Call to Order

PRESENT: Ms. Benton, Ms. Goin, Mr. Martinez (10:25), Mr. Munoz, Mr. Parreira, Ms. Smith (10:03)
ABSENT: Mr. Areias

Roll Call

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

Pledge of
Allegiance

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

Approval of
Agenda

None

Public Forum

A study session was presented by: Adam Bauer, Fieldman, Rolapp, & Associates, Inc., Bonnie Moss and Peter Myers with Clifford Moss Communication Consultants regarding School Facility Needs Eligible for Prop 39 School Bond Consideration.

Study Session

On motion by Member Martinez seconded by Member Munoz, Trustees adopted Resolution #03-18 approving the Loftin Stadium building addition project and finding the project categorically exempt from CEQA. Ayes: Benton, Goin, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: Areias. Motion carried

Loftin Stadium
Exemption

On motion by Member Areias, seconded by Member Benton, Trustees adopted Resolution # 04-18 approving the classroom addition project at Pacheco High School campus and finding the project categorically exempt from CEQA. Ayes: Benton, Goin, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: Areias. Motion carried

Pacheco High
School Exemption

On motion by Member Areias, seconded by Member Benton, Trustees adopted Resolution # 05-18 approving the classroom addition project at Volta Elementary School campus and finding the project categorically exempt from CEQA. Ayes: Benton, Goin, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: Areias. Motion carried

Volta Elementary
School Exemption

Adjournment

The meeting was adjourned by Mr. Parreira at 11:22 A.M.

SECRETARY

LOS BANOS UNIFIED SCHOOL DISTRICT

DIVISION OF HUMAN RESOURCES

REPORT OF CERTIFICATED EMPLOYMENT FOR BOARD APPROVAL –March 8, 2018

Tammie Calzadillas, Assistant Superintendent

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 APPOINTMENTS:

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, Greig Alvarez- Head Varsity Softball Coach-Boys-LBHS, Charles Pikas- Head Varsity Softball Coach-Boys-PHS, Greig 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 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

LOS BANOS UNIFIED SCHOOL DISTRICT

DIVISION OF HUMAN RESOURCES

REPORT OF CLASSIFIED EMPLOYMENT FOR BOARD APPROVAL – March 8, 2018

Tammie Calzadillas, Assistant Superintendent

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, Paraprofession (1.0 Hr)

Promotional:

Gibson, Denise – FS, Child Nutrition Worker (7.0 Hrs)

Retired:

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

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: March 8, 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
REVENUE DETAIL							
REVENUE LIMIT SOURCES :		105,774,890.00	1,649,157.00	104,125,733.00	56,991,733.92	47,133,999.08	54.73
FEDERAL REVENUES :		5,112,500.00	2,195,340.00	7,307,840.00	1,949,557.81	5,358,282.19	26.67
OTHER STATE REVENUES :		9,958,703.00	2,311,651.00	12,270,354.00	4,774,528.69	7,495,825.31	38.91
OTHER LOCAL REVENUES :		810,000.00	365,728.00	1,175,728.00	730,484.16	445,243.84	62.13
* TOTAL YEAR TO DATE REVENUES		* * 121,656,093.00 *	3,223,562.00	* 124,879,655.00 *	64,446,304.58	* 60,433,350.42 *	51.60
EXPENDITURE DETAIL							
CERTIFICATED SALARIES :		50,790,534.00	325,047.00	50,465,487.00	32,869,190.09	17,596,296.91	65.13
CLASSIFIED SALARIES :		18,669,563.00	535,762.00	18,133,801.00	12,361,185.21	5,772,615.79	68.16
EMPLOYEE BENEFITS :		32,862,412.00	550,609.00	32,311,803.00	19,307,436.33	13,004,366.67	59.75
BOOKS AND SUPPLIES :		8,607,083.00	3,472,307.00	12,079,390.00	2,627,425.46	9,451,964.54	21.75
SERVICES, OTHER OPER. EXPENSE:		7,205,527.00	873,887.00	8,079,414.00	5,248,083.95	2,831,330.05	64.95
CAPITAL OUTLAY :		784,594.00	342,045.00	1,126,639.00	1,035,937.38	90,701.62	91.94
OTHER OUTGOING :		1,640,000.00	35,043.00	1,675,043.00	1,082,423.95	592,619.05	64.62
DIRECT SUPPORT/INDIRECT COSTS:		381,000.00	13,116.00	394,116.00	.00	394,116.00	0.00
PRIOR YEAR EXPENDITURE :		1,122,003.00	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 *	3,300,848.00	* 124,601,564.00 *	75,613,453.85	* 48,988,110.15 *	60.68
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

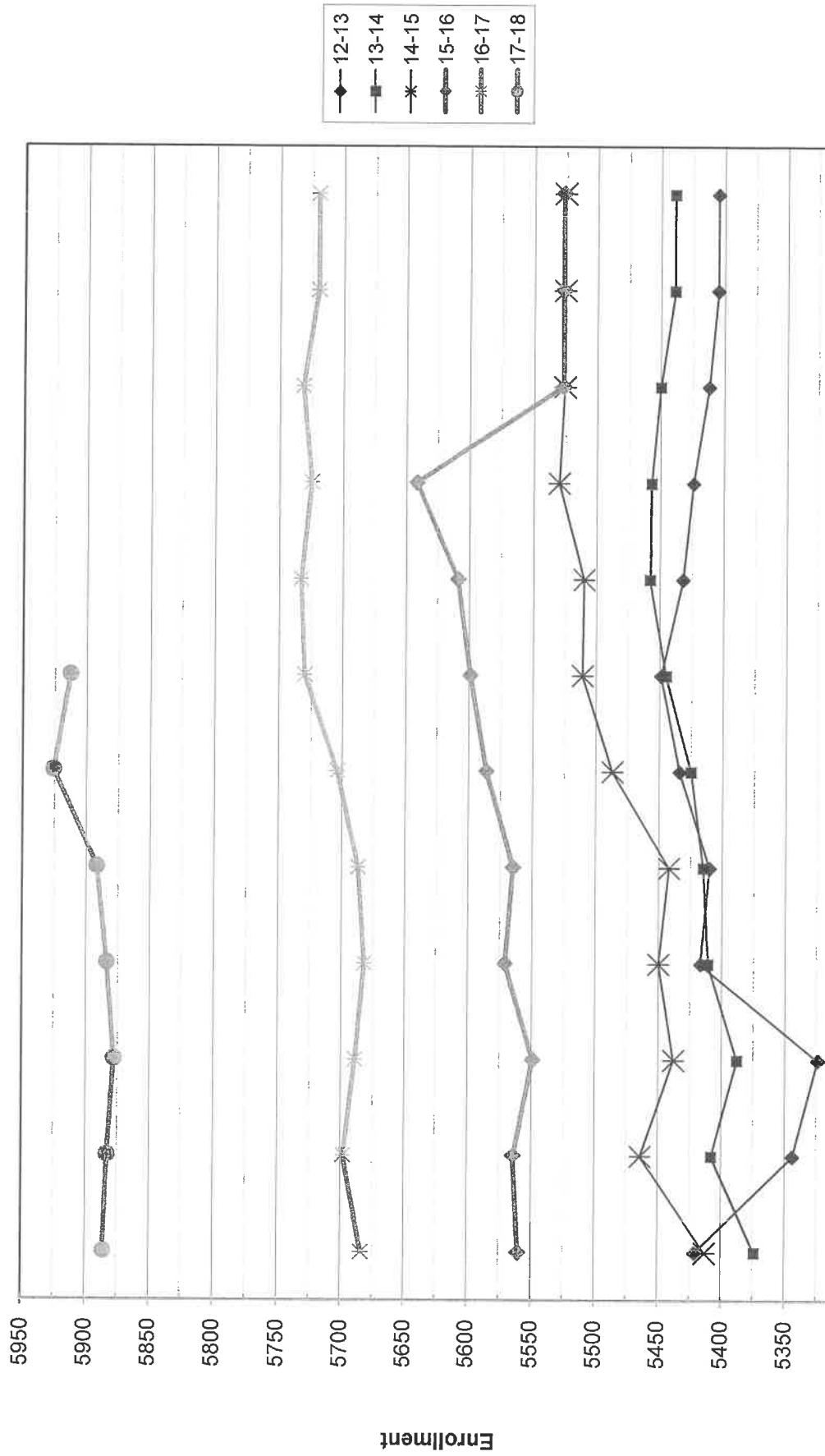
OBJECT NUMBER	DESCRIPTION	BEGINNING BALANCE	YEAR TO DATE ACTIVITY	ENDING BALANCE
FUND RECONCILIATION				
ASSETS AND LIABILITIES :				
9110	CASH IN COUNTY TREASURY	15,458,309.41	9,438,647.50-	6,019,661.91
9130	REVOLVING CASH ACCOUNT	24,900.00	100.00	25,000.00
9135	CASH W/ FISCAL AGENT		69.59-	69.59-
9210	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-	5,224.45	7,708.01-
9553	REPAY		2,719.37	2,719.37
9554	INSURANCE	5,066.81	19,414.55	24,481.36
9556	MISC DISTRICT VOL-DEDS (1)	100.80	59.80-	41.00
9557	Refunds of PERS, STRS, SS, MED		1.03	1.03
9564	RETIREE LIABILITY	17,754.41-	93,750.27-	111,504.68-
9567	INSURANCE MISCELLANEOUS	105.98	81,660.98-	81,555.00-
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 *	11,185,079.74-*	3,733,450.36 *
* EXCESS REVENUES/(EXPENDITURES)	* *	14,918,530.10 *	11,185,079.74-*	3,733,450.36 *

UNRESTRICTED/RESTRICTED COMBINED

FUND: 01 GENERAL FUND/COUNTY SSF

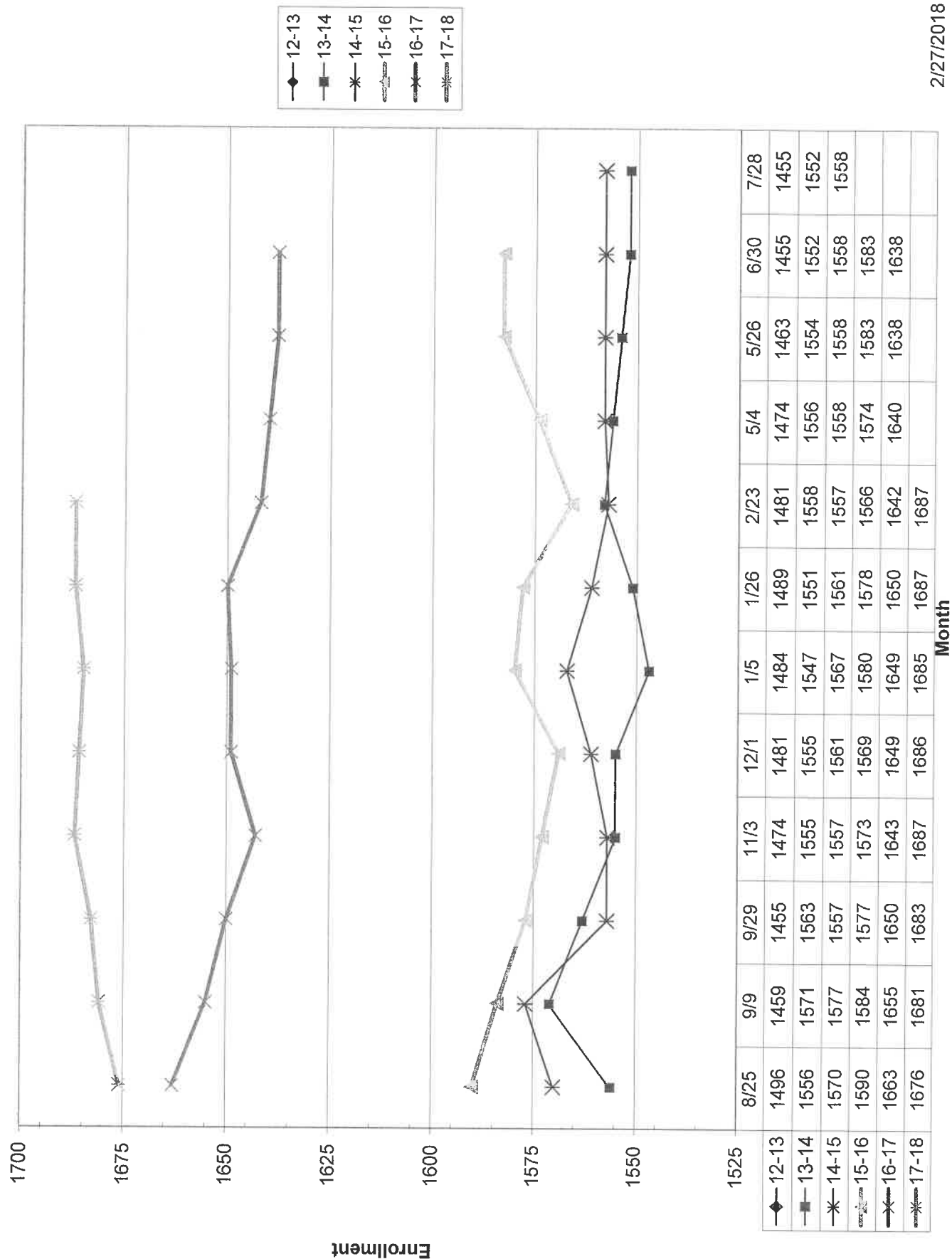
OBJECT NUMBER	DESCRIPTION	ADOPTED BUDGET	BUDGET ADJUSTMENTS	CURRENT BUDGET	INCOME/ EXPENSE	BUDGET BALANCE	BUDGET % USED
REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE							
A.	REVENUES	121,656,093.00	3,223,562.00	124,879,655.00	64,446,304.58	60,433,350.42	51.60
B.	EXPENDITURES	121,300,716.00	3,300,848.00	124,601,564.00	75,613,453.85	48,988,110.15	60.68
C.	EXCESS REVENUES (EXPENDITURES)	355,377.00	77,286.00-	278,091.00	11,167,149.27-	11,445,240.27	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	77,286.00-	278,091.00	11,185,079.74-	11,463,170.74	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	77,286.00-	278,091.00	11,185,079.74-	11,463,170.74	0.00

K-6 Enrollment (including SDC) by Month

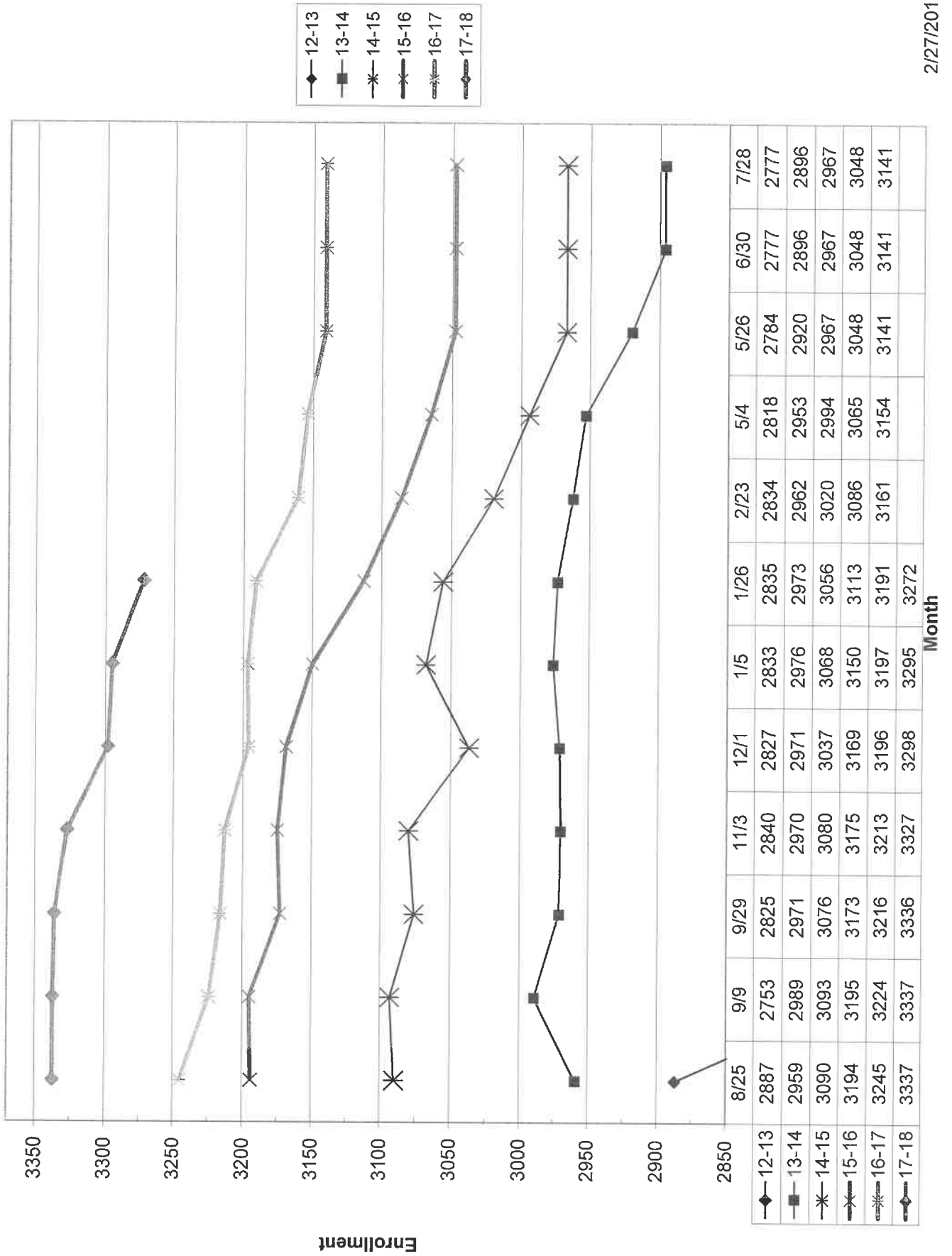


	8/25	9/9	9/29	11/3	12/1	1/5	1/26	2/23	5/4	5/26	6/30	7/28
12-13	5421	5344	5324	5417	5410	5434	5449	5432	5424	5412	5405	5405
13-14	5374	5408	5388	5411	5415	5425	5445	5458	5457	5450	5439	5439
14-15	5413	5464	5438	5450	5442	5487	5511	5510	5530	5526	5526	5526
15-16	5560	5564	5549	5571	5565	5586	5599	5609	5642	5527	5527	5527
16-17	5684	5698	5689	5682	5687	5704	5730	5733	5725	5732	5720	5720
17-18	5886	5883	5878	5884	5892	5926	5913					

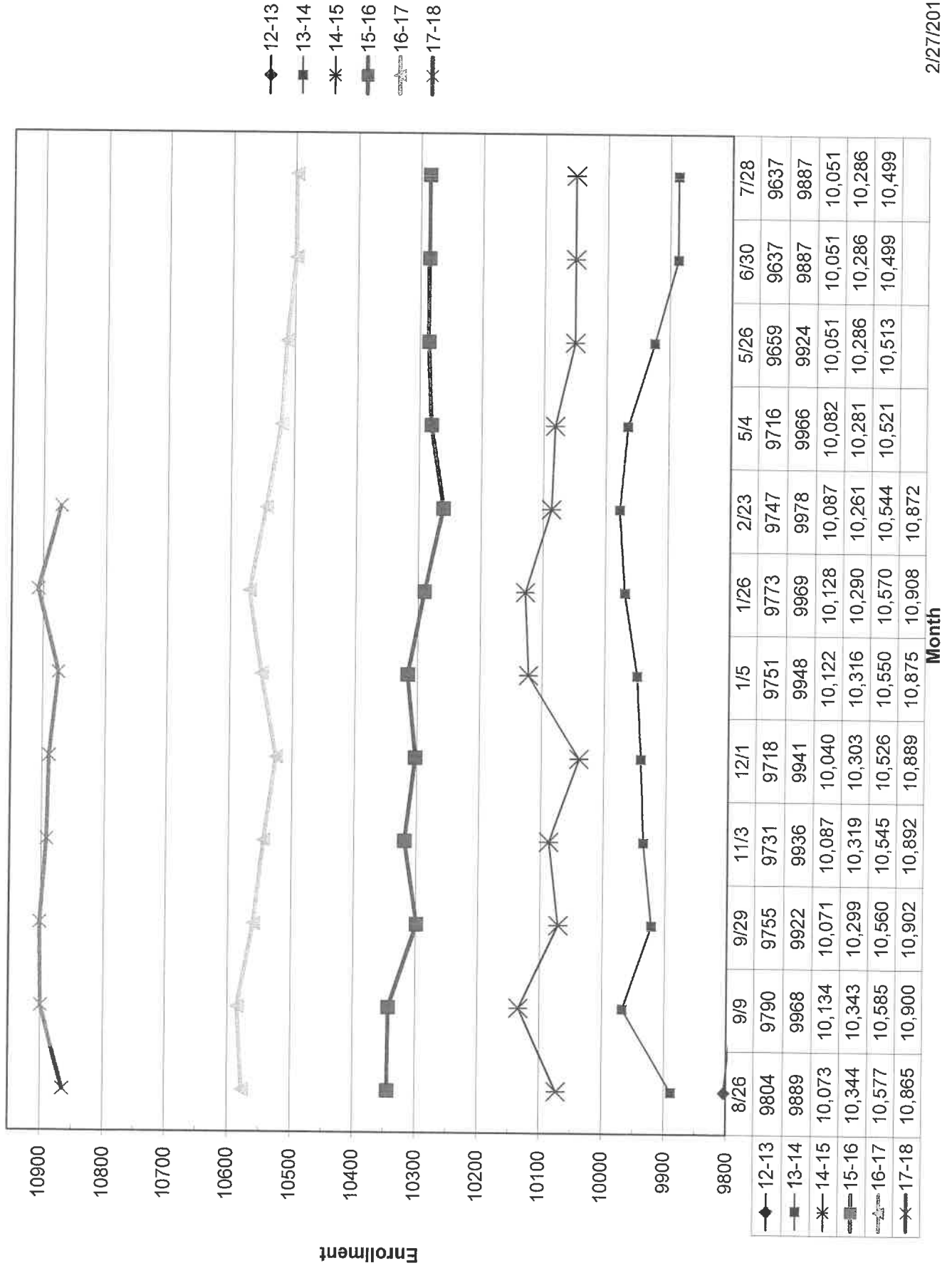
7-8 Enrollment (including SDC)



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	13.07%	13.07%
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	9.94%	23.01%
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	13.11%	36.11%
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	10.41%	46.52%
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	9.42%	55.94%
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	10.33%	66.27%
JAN	\$50,405.07	5.54%	98.19%		0.00%	26.11%	\$365,848.48	15.95%	32.47%	\$635,341.43	30.23%	96.50%
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	3.50%	100.00%
MAR		0.00%	98.34%	\$111,836.09	7.61%	37.90%	\$165,196.51	7.20%	51.58%		0.00%	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%		\$2,101,470.32	100.00%	

Board Reference Material

SUBJECT TITLE: County Treasurer's Quarterly Investment Report

REQUESTED ACTION: None—Report only

Action _____

Discussion/Information X

RECOMMENDATION:

The Board is asked to review the County Treasurer's Quarterly Investment Report for the period ending December 31, 2017. A copy of the report is attached.

BACKGROUND INFORMATION:

Government Code Section 53646 requires the chief fiscal officer to prepare a quarterly report of the district's investments for the Superintendent and Board. However, if the district places all of its investments with the County Treasury, Local Agency Investment Fund or in FDIC-insured accounts, the chief fiscal officer may supply the statements or reports from these agencies as opposed to preparing a report. Since all of our District's funds are with the County Treasury, the Merced County Treasurer-Tax Collector's Quarterly Investment Report for the quarter ending December 31, 2017 is provided for your review.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

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

N/A

ORIGINATOR: Amer Iqbal, Director, Fiscal Services
Date: March 8, 2018



Karen D. Adams, CPA
Treasurer

2222 "M" Street
Merced, CA 95340
(209) 385-7307
(209) 725-3905 Fax
www.co.merced.ca.us

January 25, 2018

**TREASURY OVERSIGHT COMMITTEE MEETING
AGENDA
for the
Quarter Ending December 31, 2017**

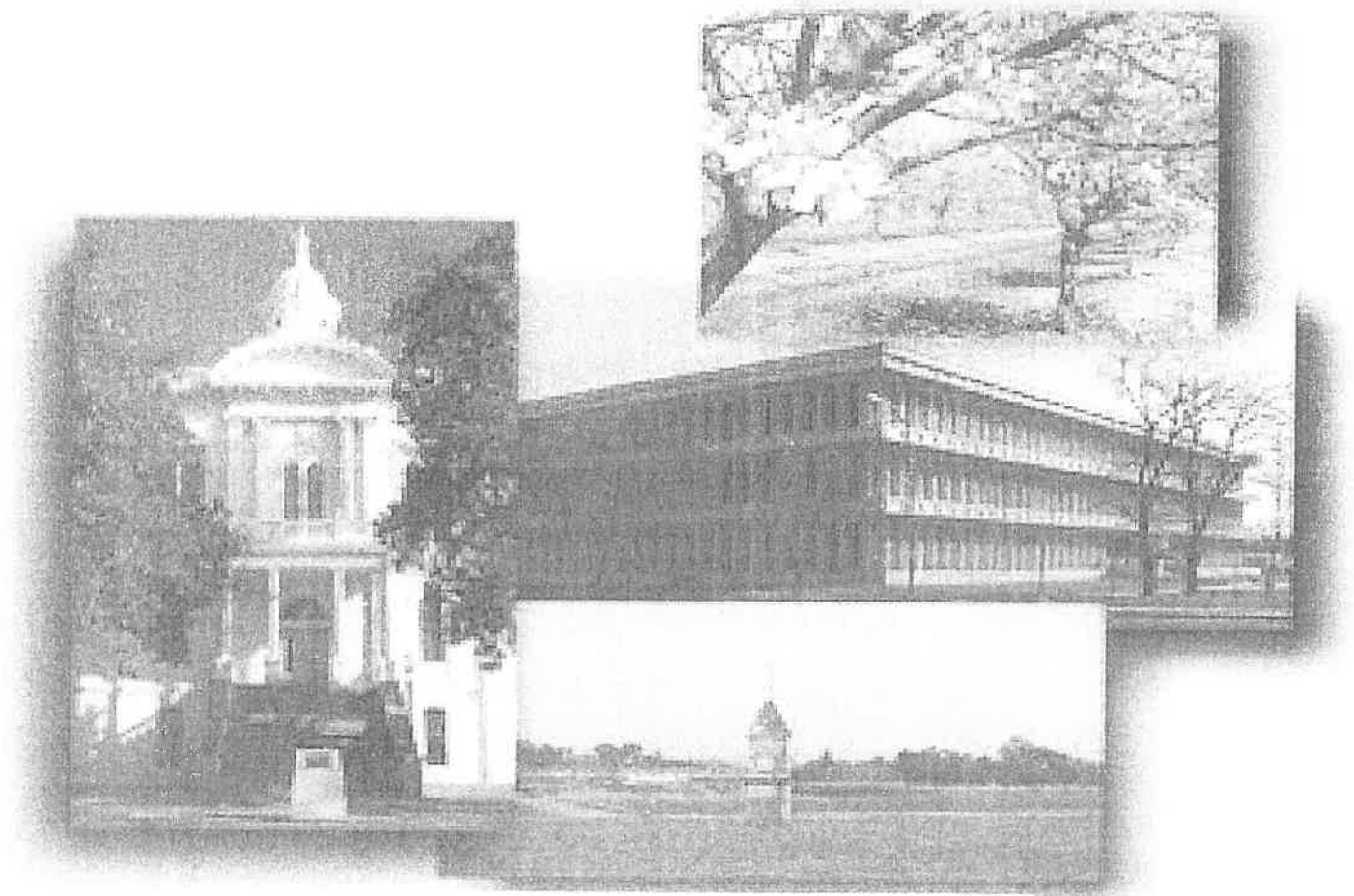
The Investment Report is available for public viewing in the Treasurer's Office during business hours, 8 a.m. to 5 p.m. Monday through Friday.

- Roll Call & Introductions
- Approval of Minutes – October 19, 2017
- Public opportunity to speak on any matter of interest within the Committee's jurisdiction, including items on the Committee's agenda, limited to 5 minutes.
- Treasury Discussion & Update
 - Quarterly Investment Reports
- Adjournment

Meeting held:

January 25, 2018 at 2:30 p.m.
at
County Administration Building,
2222 "M" Street,
Room 301

Merced County



TREASURY INVESTMENTS

for the
Quarter Ending December 31, 2017



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Report of Quarter Ending December 31, 2017

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PORTFOLIO REVIEW

for the Quarter Ending December 31, 2017

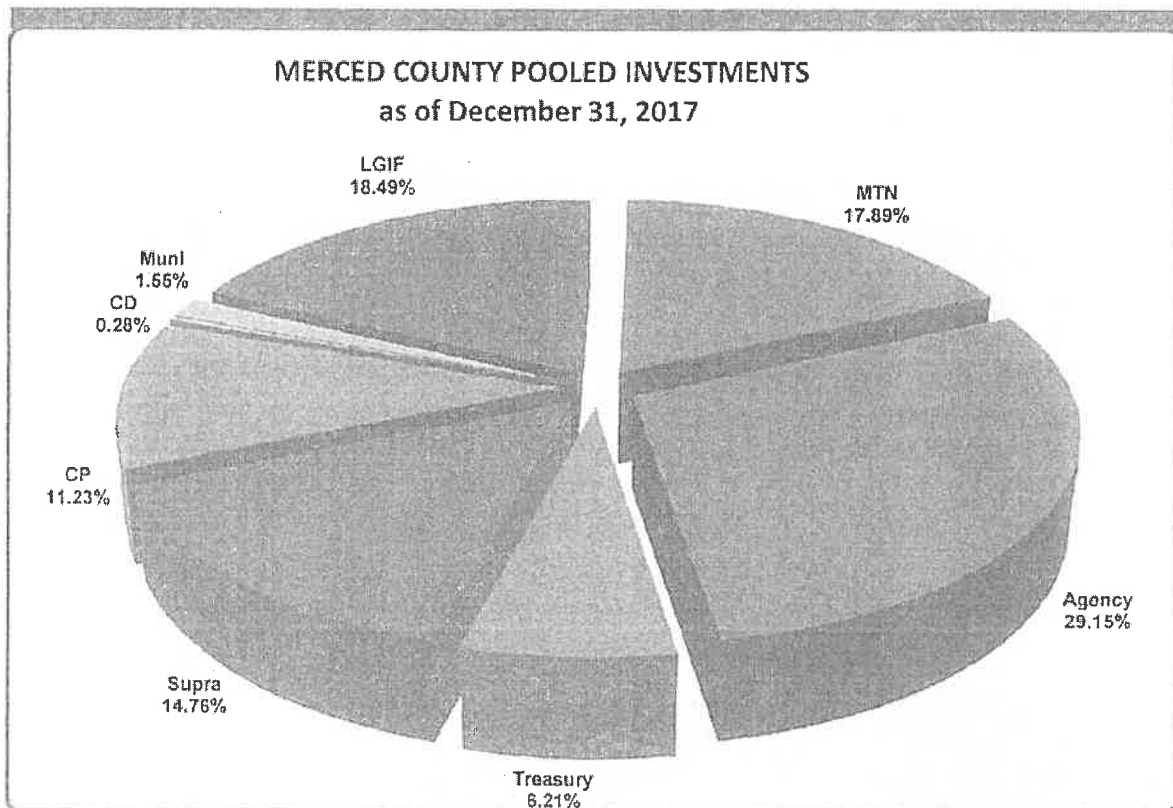
Portfolio Composition:

Book Value of Assets Held	\$888,692,741
Market Value of Assets Held	\$884,505,391
Assets Maturing Within 90 Days	\$259,164,925
Percentage of Market to Book Value	99.53%
Weighted Average Maturity	479 days

Return on Assets:

Total Earnings Quarter Ended	\$2,799,864
Total Earnings Fiscal YTD	\$5,510,932
Rate of Return QTR	1.42%
Rate of Return Fiscal YTD	1.40%

The entire portfolio is in Full Compliance with the Investment Policy and Government Code.





MERCED COUNTY TREASURY
Portfolio Management
Portfolio Summary
December 31, 2017

Merced County

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Managed Pool Accounts	164,649,732.64	164,649,732.64	164,649,732.64	18.53	1	1	1.193	1.210
Negotiable CDs	2,500,000.00	2,459,930.00	2,500,000.00	0.28	724	67	1.677	1.700
Medium Term Notes	159,255,000.00	159,318,033.70	159,556,809.67	17.95	1,165	415	1.513	1.534
Commercial Paper Disc - Amortizing	100,005,000.00	99,314,256.18	99,364,714.23	11.21	253	98	1.484	1.505
Federal Agency Coupon Securities	259,545,000.00	256,552,459.30	259,574,686.15	29.10	1,139	745	1.591	1.603
Treasury Coupon Securities	59,175,000.00	58,562,105.30	59,505,255.08	6.63	980	615	1.420	1.440
Supranational - IBRD IFC, ADB	131,365,000.00	130,103,252.05	130,998,026.04	14.74	1,150	790	1.524	1.545
Municipal Bonds	13,765,000.00	13,905,501.75	13,892,657.67	1.56	1,414	1,189	2.099	2.125
Investments	890,279,732.64	884,505,390.92	888,692,741.48	100.00%	828	479	1.476	1.496

2

Cash and Accrued Interest
Accrued Interest at Purchase
Subtotal
Total Cash and Investments

23,205.79
231,205.79
231,205.79
884,736,596.71

Total Earnings
Current Year

December 31 Month Ending
1,032,146.80

Average Daily Balance

842,463,393.25

Effective Rate of Return

1.44%

I hereby certify that this report includes all investments in the investment pool and is in accordance with the investment policy. I further certify that the investments meet the County's cash flow needs for the next six months.

1.40%

KAREN D. ADAMS, CPA, TREASURER
1/25/18

Fiscal Year To Date

5,510,931.81

779,088,531.11

Reporting period 12/01/2017-12/31/2017

Run Date: 01/10/2018 - 09:23

Portfolio POOL
AP
PM (PRF, PM) 730
Report Ver 735

MERCED COUNTY TREASURY
Portfolio Management
Portfolio Details - Investments
December 31, 2017

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Managed Pool Accounts												
CAMP	1001C	California Asset Mgt Program			104,540,011.17	104,540,011.17	104,540,011.17	1.290	AAA	1.290	1	
LAIF	1001A	Local Agency Investment Fund			50,093,474.01	50,093,474.01	50,093,474.01	1.070		1.070	1	
LAIF	1001B	Local Agency Investment Fund			10,016,247.46	10,016,247.46	10,016,247.46	1.070		1.070	1	
PREMIER FUND	1001G	Merrill Lynch Institutional Fu			0.00	0.00	0.00	0.180	AAA	0.180	1	
UBS FINANCIAL	1001H	UBS Finance			0.00	0.00	0.00	0.320	AAA	0.320	1	
		Subtotal and Average	134,412,618.64		164,649,732.64	164,649,732.64				1.210	1	
Negotiable CDs												
78009NZZ	2092	Royal Bank of Canada		03/15/2016	2,500,000.00	2,499,990.00	2,500,000.00	1.700	AA	1.700	67	03/09/2018
		Subtotal and Average	2,500,000.00		2,499,990.00	2,500,000.00				1.700	67	
Medium Term Notes												
03783BQ2	2088	Apple Inc		02/25/2016	5,000,000.00	4,988,250.00	5,011,543.87	1.700	AAA	1.492	417	02/22/2019
03783AQ3	2129	Apple Inc		07/28/2016	5,000,000.00	5,011,500.00	5,085,588.05	2.100	AAA	1.108	490	05/08/2019
03783CB4	2173	Apple Inc		01/10/2017	5,000,000.00	4,931,250.00	4,963,584.82	1.100	AAA	1.570	578	08/02/2019
06050TMC3	2055	Bank of America		12/01/2015	5,710,000.00	5,707,544.70	5,709,758.82	1.750	A	1.760	155	08/05/2018
084884BW0	1829	Berkshire Hathaway Fin		03/25/2014	5,000,000.00	4,988,800.00	4,982,220.81	1.300	AA	1.735	134	05/15/2018
084884CG4	2181	Berkshire Hathaway Fin		01/30/2017	5,000,000.00	4,983,850.00	5,002,524.58	1.700	AA	1.657	438	03/15/2019
08408HDB2	2024	Bank of New York Company		05/28/2015	2,500,000.00	2,497,725.00	2,489,970.43	1.600	A	1.603	141	05/22/2018
181216BF8	1823	Coca-Cola Company		01/24/2014	10,000,000.00	9,982,700.00	9,981,211.42	1.650	AA	1.760	304	11/01/2018
18676AV2	2109	Chevron Corp		05/05/2016	6,320,000.00	6,315,765.60	6,323,415.11	1.385	AA	1.042	60	03/02/2018
18676AR1	2198	Chevron Corp		05/15/2017	5,000,000.00	4,982,400.00	5,001,829.17	1.981	AA	1.945	782	03/03/2020
30231GAD4	1876	Exxon		10/24/2014	5,000,000.00	4,982,000.00	5,020,903.92	1.819	AAA	1.460	438	03/15/2019
30231GAD4	2011	Exxon		04/06/2015	5,000,000.00	4,982,000.00	5,028,031.08	1.819	AAA	1.338	438	03/15/2019
38882G8W9	1895	GE Capital Corp		04/15/2013	5,000,000.00	4,987,600.00	5,001,392.75	1.625	AA	1.510	91	04/02/2018
38882G3U6	2025	GE Capital Corp		05/29/2015	2,230,000.00	2,258,803.90	2,280,400.07	5.825	AA	1.434	120	05/01/2018
02865WAT8	2004	American Honda Finance		03/13/2015	2,100,000.00	2,089,244.00	2,089,812.40	1.500	A	1.548	71	03/13/2018
459200H27	1999	International Business Machine		02/08/2016	3,300,000.00	3,297,987.00	3,298,873.82	1.125	AA	1.229	38	02/08/2018
459200GM7	2157	International Business Machine		12/08/2016	5,000,000.00	5,221,850.00	5,232,892.65	7.825	AA	1.612	287	10/15/2018
459200H27	2160	International Business Machine		12/09/2016	5,000,000.00	4,986,950.00	4,989,492.21	1.125	AA	1.230	36	02/08/2018
24422ETAT7	2034	John Deere Cap Corp		09/11/2015	1,850,000.00	1,849,704.00	1,849,821.50	1.750	A	1.785	221	08/10/2018
4781608R4	2128	Johnson & Johnson		07/28/2016	11,500,000.00	11,384,540.00	11,515,132.62	1.125	AAA	1.010	424	03/01/2019
46623EKD0	2038	JP Morgan Chase		10/08/2015	2,500,000.00	2,499,750.00	2,499,791.91	1.700	AA	1.751	59	03/01/2018
58833YAG0	2012	Merck & Co Inc		04/09/2015	5,000,000.00	4,990,900.00	5,003,636.19	1.300	AA	1.105	137	05/18/2018
584918BN3	2139	Microsoft Corp		10/27/2016	5,000,000.00	4,933,150.00	4,991,738.97	1.100	AAA	1.205	584	08/08/2019
584918BP8	2175	Microsoft Corp		01/10/2017	5,000,000.00	4,868,350.00	4,905,951.76	1.550	AAA	2.100	1,315	08/08/2021

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Medium Term Notes												
594918BV5	2183	Microsoft Corp		02/08/2017	5,000,000.00	4,985,200.00	5,000,209.72	1.850	AAA	1.847	768	02/08/2020
2205	2205	Mosquito Abatement Dept Note		07/03/2017	500,000.00	500,000.00	500,000.00	4.000		4.000	1,641	08/30/2022
89236TCP8	2083	Toyota Mtr Credit		02/05/2016	6,943,315.60	6,943,315.60	6,958,923.85	1.550	AA	1.440	183	07/13/2018
89236TCU7	2088	Toyota Mtr Credit		02/19/2016	1,300,000.00	1,294,215.00	1,298,941.07	1.700	AA	1.228	414	02/19/2019
89236TDP7	2174	Toyota Mtr Credit		01/10/2017	5,000,000.00	5,028,850.00	5,022,985.84	2.600	AA	2.478	1,471	01/11/2022
89236TDZ5	2204	Toyota Mtr Credit		08/29/2017	5,000,000.00	4,923,000.00	5,000,000.00	2.000	AA	2.000	1,093	12/29/2020
91158HHE3	2084	US Bank		12/14/2015	5,000,000.00	5,000,500.00	5,015,268.78	1.850	AAA	1.894	318	11/15/2018
931142DF7	1898	Wal-Mart		04/11/2013	5,000,000.00	4,988,750.00	5,001,011.11	1.125	AA	1.050	100	04/11/2018
94874BFO8	2037	Wells Fargo		10/09/2015	2,490,000.00	2,490,008.90	2,497,361.81	2.150	A	1.855	379	01/15/2019
94888JSD5	2126	Wells Fargo		07/21/2016	5,000,000.00	4,972,200.00	5,031,443.65	1.750	A	1.290	508	05/24/2019
Subtotal and Average			172,759,920.48		169,265,000.00	169,918,053.70	169,598,869.67			1.534	416	

Commercial Paper Disc.-Amortizing

00280PAG0	2189	Abbey National		05/18/2017	10,000,000.00	9,992,150.00	9,994,541.21	1.310	A-1	1.363	15	01/16/2018
08538CB91	2200	Bank of Tokyo of Los Angeles		05/16/2017	10,000,000.00	9,981,356.70	9,984,518.12	1.430	A-1	1.488	38	02/09/2018
09858KFV7	2215	BNP Paribas		10/02/2017	20,000,000.00	19,912,472.60	19,850,283.47	1.500	A-1	1.555	179	06/29/2018
25214Y3T8	2201	Dexia Credit Local		08/02/2017	25,000,000.00	24,772,014.00	24,970,307.15	1.340	A-1	1.380	32	02/02/2018
46840QB77	2202	JP Morgan Chase		08/02/2017	5,000,000.00	4,988,333.35	4,988,871.18	1.410	A-1	1.464	57	02/27/2018
46840QC74	2208	JP Morgan Chase		07/10/2017	10,000,000.00	9,968,770.40	9,972,842.08	1.480	A-1	1.541	65	03/07/2018
46840QFJ5	2213	JP Morgan Chase		09/21/2017	5,000,000.00	4,958,561.25	4,982,820.45	1.590	A-1	1.646	168	08/18/2018
46840QJ77	2227	JP Morgan Chase		12/12/2017	5,000,000.00	4,928,930.00	4,834,345.87	1.832	A-1	1.904	259	09/17/2018
89233HG85	2217	Toyota Mtr Credit		11/29/2017	10,005,000.00	9,914,707.88	9,928,184.70	1.520	A-1	1.597	186	07/05/2018
Subtotal and Average			97,775,801.75		100,005,000.00	99,314,298.18	99,584,714.23			1.505	98	

Federal Agency Coupon Securities

3133EFRH2	2054	Federal Farm Credit Bank		11/30/2015	5,000,000.00	4,978,550.00	5,000,000.00	1.340	AAA	1.340	333	11/30/2018
3133EFRH2	2081	Federal Farm Credit Bank		12/10/2015	5,000,000.00	4,978,550.00	5,000,000.00	1.340	AAA	1.339	333	11/30/2018
3133EFGN1	2088	Federal Farm Credit Bank		12/21/2015	5,000,000.00	4,968,950.00	4,993,321.17	1.200	AAA	1.335	371	01/07/2019
3133EGBG9	2120	Federal Farm Credit Bank		08/09/2016	5,000,000.00	4,979,050.00	5,000,000.00	1.000	AAA	1.000	234	08/23/2018
3133EGFND	2123	Federal Farm Credit Bank		08/15/2016	5,000,000.00	4,921,950.00	5,000,000.00	1.400	AAA	1.400	898	06/15/2020
3133EGD89	2148	Federal Farm Credit Bank		11/16/2016	5,000,000.00	4,907,100.00	4,984,784.17	1.320	AAA	1.453	857	05/07/2020
3133EGU52	2161	Federal Farm Credit Bank		12/13/2016	5,000,000.00	4,944,750.00	5,000,000.00	1.490	AAA	1.490	620	09/13/2019
3133EGU60	2162	Federal Farm Credit Bank		12/14/2016	5,000,000.00	4,932,350.00	5,000,000.00	1.820	AAA	1.820	987	08/14/2020
3133EGU88	2171	Federal Farm Credit Bank		12/19/2016	5,000,000.00	4,952,300.00	4,997,377.78	1.500	AAA	1.527	717	12/19/2019
3133EHS80	2212	Federal Farm Credit Bank		08/09/2017	5,000,000.00	4,922,100.00	5,000,000.00	2.100	AAA	2.100	1,866	07/25/2022
3133EGJX4	2223	Federal Farm Credit Bank		12/01/2017	5,000,000.00	4,937,500.00	4,947,874.56	1.080	AAA	1.782	550	07/05/2019

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Federal Agency Coupon Securities												
3133EGLC7	2233	Federal Farm Credit Bank		12/29/2017	5,000,000.00	4,933,350.00	4,942,010.49	1.080	AAA	1.852	557	07/12/2019
3130A7RT2	2102	Federal Home Loan Bank		04/29/2018	5,000,000.00	4,947,550.00	5,000,000.00	1.250	AAA	1.250	483	04/29/2019
3130A8DWD	2117	Federal Home Loan Bank		08/22/2018	10,000,000.00	9,974,200.00	10,000,000.00	1.150	AAA	1.150	172	06/22/2018
3130A8FB4	2122	Federal Home Loan Bank		08/13/2018	5,000,000.00	4,901,300.00	5,000,000.00	1.350	AAA	1.350	711	12/13/2018
3130A8QD8	2142	Federal Home Loan Bank		11/18/2016	4,545,000.00	4,452,009.30	4,518,419.29	1.230	AAA	1.459	925	07/14/2020
3130AAEX2	2164	Federal Home Loan Bank		12/28/2018	5,000,000.00	4,942,950.00	5,000,000.00	2.150	AAA	2.150	1,457	12/28/2021
3130AAKW7	2176	Federal Home Loan Bank		01/10/2017	5,000,000.00	4,982,500.00	4,985,773.75	1.950	AAA	1.872	1,470	01/10/2022
3130A8QS5	2218	Federal Home Loan Bank		11/30/2017	5,000,000.00	4,833,800.00	4,883,326.22	1.125	AAA	1.828	1,290	07/14/2021
3130ACN83	2232	Federal Home Loan Bank		12/29/2017	5,000,000.00	4,960,500.00	4,984,782.48	1.700	AAA	2.005	865	05/15/2020
3134G8WZ8	2089	Federal Home Loan Bank		04/28/2018	5,000,000.00	4,973,700.00	5,000,000.00	1.125	AAA	1.125	288	10/28/2018
3134G8YU7	2100	Federal Home Loan Bank		04/28/2018	5,000,000.00	4,972,700.00	5,000,000.00	1.050	AAA	1.050	288	10/28/2018
3134GAZB3	2145	Federal Home Loan Bank		11/30/2018	5,000,000.00	4,936,350.00	5,000,000.00	1.500	AAA	2.132	1,423	11/24/2021
3134GAYV0	2147	Federal Home Loan Bank		12/30/2018	5,000,000.00	4,925,550.00	5,000,000.00	2.000	AAA	2.000	1,458	12/30/2021
3134GAYX6	2152	Federal Home Loan Bank		11/30/2018	5,000,000.00	4,907,900.00	5,000,000.00	1.875	AAA	1.875	1,425	11/28/2021
3134GAX78	2177	Federal Home Loan Bank		01/25/2017	5,000,000.00	4,969,850.00	5,000,000.00	1.350	AAA	1.350	389	01/25/2018
3134GBEB4	2185	Federal Home Loan Bank		04/08/2017	5,000,000.00	4,985,050.00	5,000,000.00	1.700	AAA	1.700	816	03/27/2020
3134GBEU2	2186	Federal Home Loan Bank		04/07/2017	5,000,000.00	4,997,000.00	5,000,000.00	1.150	AAA	2.046	816	03/27/2020
3134GBTJ1	2220	Federal Home Loan Bank		11/30/2017	5,000,000.00	4,940,800.00	4,981,858.78	1.830	AAA	2.082	1,247	08/01/2021
3134GBR95	2228	Federal Home Loan Bank		12/12/2017	5,000,000.00	4,971,300.00	4,979,831.48	1.825	AAA	1.850	667	10/30/2019
3134GBN89	2229	Federal Home Loan Bank		12/29/2017	5,000,000.00	4,954,300.00	4,982,648.61	1.230	AAA	1.773	508	05/24/2019
3134GBGG1	2230	Federal Home Loan Bank		12/29/2017	5,000,000.00	4,972,200.00	4,976,333.77	1.500	AAA	1.807	571	07/26/2019
3135G0G72	2053	Federal National Mortgage Assn		11/27/2015	10,000,000.00	9,933,500.00	9,982,302.83	1.125	AAA	1.315	347	12/14/2018
3135G0M75	2127	Federal National Mortgage Assn		07/27/2018	5,000,000.00	4,977,800.00	4,988,569.44	0.875	AAA	0.875	207	07/27/2018
3135G0N33	2131	Federal National Mortgage Assn		08/12/2018	5,000,000.00	4,919,850.00	4,993,889.77	0.875	AAA	0.953	578	08/02/2019
3138G4HF3	2144	Federal National Mortgage Assn		11/29/2018	5,000,000.00	4,945,200.00	5,000,000.00	1.350	AAA	1.350	697	11/29/2019
3138G4HH8	2146	Federal National Mortgage Assn		11/30/2016	5,000,000.00	4,940,650.00	5,000,000.00	1.500	AAA	1.500	786	02/26/2020
3135G0Q89	2149	Federal National Mortgage Assn		11/17/2018	5,000,000.00	4,962,800.00	4,935,243.30	1.375	AAA	1.735	1,375	10/07/2021
3135G0R39	2150	Federal National Mortgage Assn		11/17/2018	5,000,000.00	4,918,450.00	4,971,612.72	1.000	AAA	1.320	881	10/24/2019
3135G0K69	2163	Federal National Mortgage Assn		12/09/2018	10,000,000.00	9,726,500.00	9,820,578.76	1.250	AAA	1.810	1,221	05/06/2021
3135G0S46	2191	Federal National Mortgage Assn		04/11/2017	5,000,000.00	4,959,650.00	4,997,923.66	1.650	AAA	1.670	758	01/27/2020
3135G0T60	2222	Federal National Mortgage Assn		12/01/2017	5,000,000.00	4,938,150.00	4,952,339.10	1.500	AAA	1.880	941	07/30/2020
3135G0J53	2224	Federal National Mortgage Assn		12/11/2017	5,000,000.00	4,952,750.00	4,957,927.59	1.000	AAA	1.740	421	02/26/2019
3132X0S40	2234	Federal National Mortgage Assn		12/29/2017	5,000,000.00	4,940,850.00	4,944,779.47	1.500	AAA	1.979	884	05/14/2020
742651DS8	2194	Farmer Mac		04/19/2017	5,000,000.00	4,949,900.00	4,999,003.90	1.640	AAA	1.849	837	04/17/2020
742651DQ2	1985	Private Export Funding		01/02/2015	5,000,000.00	5,004,600.00	5,008,014.22	1.875	AAA	1.528	195	07/15/2018
742651DQ2	2059	Private Export Funding		12/11/2015	10,000,000.00	9,911,000.00	9,915,884.59	1.450	AAA	1.980	591	08/15/2019
742651DQ2	2151	Private Export Funding		11/21/2016	5,000,000.00	4,955,500.00	5,006,172.38	1.450	AAA	1.372	591	08/15/2019

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Subtotal and Average			232,805,429.84		259,545,000.00	258,652,459.30	258,574,688.15			1.803	745	
Treasury Coupon Securities												
912828VE7	2027	US Treasury Notes		05/28/2015	1,150,000.00	1,147,665.50	1,149,834.30	1.000	AAA	1.038	150	05/31/2018
912828A34	2043	US Treasury Notes		11/08/2015	3,650,000.00	3,632,188.00	3,652,210.28	1.250	AAA	1.182	333	11/30/2018
912828A34	2047	US Treasury Notes		11/16/2015	570,000.00	567,218.40	570,367.38	1.250	AAA	1.178	333	11/30/2018
912828A75	2056	US Treasury Notes		12/04/2015	4,940,000.00	4,924,388.60	4,953,572.77	1.500	AAA	1.218	364	12/31/2018
912828C85	2090	US Treasury Notes		03/04/2016	3,900,000.00	3,888,573.00	3,927,368.74	1.625	AAA	1.050	454	03/31/2019
912828A34	2112	US Treasury Notes		05/08/2016	4,965,000.00	4,940,770.80	4,984,202.23	1.625	AAA	1.738	1,084	11/30/2020
912828M88	2170	US Treasury Notes		12/14/2016	5,000,000.00	4,919,350.00	4,961,473.56	1.375	AAA	1.857	1,034	10/31/2020
912828L99	2188	US Treasury Notes		04/11/2017	5,000,000.00	4,835,150.00	4,883,080.87	1.125	AAA	1.807	1,307	07/31/2021
912828S78	2189	US Treasury Notes		04/11/2017	5,000,000.00	4,862,300.00	4,908,665.21	1.125	AAA	1.725	1,154	02/28/2021
912828P87	2190	US Treasury Notes		07/10/2017	5,000,000.00	4,964,450.00	4,978,558.17	0.750	AAA	1.305	272	08/30/2018
912828T42	2205	US Treasury Notes		07/10/2017	5,000,000.00	4,975,400.00	4,985,053.03	0.750	AAA	1.272	211	07/31/2018
912828S88	2207	US Treasury Notes		12/12/2017	5,000,000.00	4,972,250.00	4,978,708.90	1.250	AAA	1.683	364	12/31/2018
912828U99	2225	US Treasury Notes		12/29/2017	5,000,000.00	4,982,600.00	4,987,568.43	1.625	AAA	1.784	545	06/30/2019
912828W55	2231	US Treasury Notes										
Subtotal and Average			52,630,255.22		59,175,000.00	58,562,105.30	58,905,255.08			1.440	615	

Supranational - IBRD, IFC, IADB

458182DX7	2096	Inter-American Development Bk		04/12/2016	1,385,000.00	1,387,452.05	1,383,159.88	1.000	AAA	1.089	487	05/13/2019
4581XOCR7	2178	Inter-American Development Bk		01/12/2017	5,000,000.00	4,832,950.00	4,968,448.54	1.250	AAA	1.612	652	10/15/2019
4581XOCW8	2179	Inter-American Development Bk		01/18/2017	5,000,000.00	4,977,850.00	4,995,021.92	2.125	AAA	2.151	1,478	01/18/2022
4581XOC1	2184	Inter-American Development Bk		03/13/2017	5,000,000.00	4,979,650.00	5,003,281.97	1.875	AAA	1.847	887	06/16/2020
4581XOCX4	2193	Inter-American Development Bk		04/13/2017	5,000,000.00	4,953,050.00	4,986,830.57	1.625	AAA	1.662	862	05/12/2020
4581XOBR8	2211	Inter-American Development Bk		07/13/2017	5,000,000.00	4,869,000.00	5,013,393.14	1.750	AAA	1.331	235	08/24/2018
458182DX7	2221	Inter-American Development Bk		12/04/2017	5,000,000.00	4,938,650.00	4,946,913.28	1.000	AAA	1.000	497	05/13/2019
4581XOCS5	2228	Inter-American Development Bk		12/13/2017	5,000,000.00	4,954,450.00	4,989,820.73	1.875	AAA	2.070	1,169	03/15/2021
459058EJ8	2083	Intl Bnk for Recons & Dev		05/07/2015	5,000,000.00	4,981,950.00	4,988,731.13	1.000	AAA	1.067	165	08/15/2018
45905UVC5	2085	Intl Bnk for Recons & Dev		02/28/2016	5,000,000.00	4,981,700.00	5,000,000.00	1.350	AAA	1.350	421	02/28/2019
45905UVC5	2093	Intl Bnk for Recons & Dev		03/24/2016	5,000,000.00	4,961,700.00	5,000,000.00	1.350	AAA	1.350	421	02/28/2019
459058FC2	2098	Intl Bnk for Recons & Dev		04/28/2016	5,000,000.00	4,955,600.00	5,000,000.00	1.250	AAA	1.250	480	04/28/2019
459058F00	2101	Intl Bnk for Recons & Dev		04/28/2016	10,000,000.00	10,000,000.00	10,000,000.00	1.250	AAA	1.250	1,213	04/28/2021
459058F84	2107	Intl Bnk for Recons & Dev		04/29/2016	5,000,000.00	4,958,600.00	5,000,000.00	1.300	AAA	1.300	480	04/28/2019
459058F57	2143	Intl Bnk for Recons & Dev		11/18/2016	5,000,000.00	4,916,550.00	4,971,308.43	1.126	AAA	1.435	665	11/27/2019
45905UB37	2165	Intl Bnk for Recons & Dev		12/16/2016	5,000,000.00	4,934,500.00	4,994,063.37	2.000	AAA	2.032	1,444	12/15/2021
459058FQ1	2180	Intl Bnk for Recons & Dev		01/23/2017	10,000,000.00	9,860,400.00	9,957,719.75	1.200	AAA	1.447	637	09/30/2019
459058FA6	2187	Intl Bnk for Recons & Dev		04/11/2017	5,000,000.00	4,928,300.00	4,980,568.54	1.375	AAA	1.552	819	03/30/2020

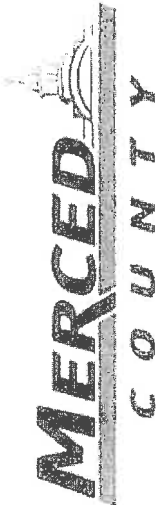
Portfolio POOL
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MERCED COUNTY TREASURY
Portfolio Management
Portfolio Details - Investments
December 31, 2017

Page 5

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Started Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Supranational - IBRD, IFC, IADB												
459058FM0	2209	Int'l Bnk for Recons & Dev		07/12/2017	5,000,000.00	4,879,550.00	4,924,320.87	1.125	AAA	1.723	952	08/10/2020
45905UP73	2216	Int'l Bnk for Recons & Dev		10/19/2017	5,000,000.00	4,970,300.00	5,000,000.00	1.850	AAA	1.850	1,019	10/16/2020
459058FH1	2219	Int'l Bnk for Recons & Dev		11/30/2017	5,000,000.00	4,868,950.00	4,889,403.35	1.375	AAA	2.054	1,239	05/24/2021
45950VHE9	2172	Int'l Fin Corp		12/18/2016	5,000,000.00	4,970,050.00	4,988,535.09	1.250	AAA	1.283	330	11/27/2018
45950KCG3	2192	Int'l Fin Corp		04/13/2017	5,000,000.00	4,945,250.00	4,981,885.47	1.625	AAA	1.690	927	07/16/2020
45950KCL2	2203	Int'l Fin Corp		06/07/2017	5,000,000.00	4,987,550.00	5,022,381.30	1.750	AAA	1.548	819	03/30/2020
45950KCG3	2210	Int'l Fin Corp		07/13/2017	5,000,000.00	4,945,250.00	4,982,880.80	1.625	AAA	1.884	927	07/16/2020
		Subtotal and Average	128,550,616.52		131,385,000.00	130,103,252.05	130,998,826.04			1.545	789	
Municipal Bonds												
91412GTB1	2159	University of California		12/09/2016	1,275,000.00	1,289,747.75	1,307,637.35	3.016	AA	1.895	885	05/15/2020
13083DAD0	2195	State of California		04/27/2017	2,000,000.00	1,993,680.00	2,000,000.00	2.387	AA	2.387	1,551	04/01/2022
13083DAC2	2188	State of California		04/27/2017	4,000,000.00	4,038,040.00	4,050,473.93	2.625	AA	2.218	1,169	04/01/2021
13083DAD0	2197	State of California		04/27/2017	3,150,000.00	3,140,048.00	3,164,453.07	2.387	AA	2.252	1,551	04/01/2022
13034PZE0	2214	State of California		08/27/2017	3,340,000.00	3,333,988.00	3,360,083.42	2.150	AA	1.853	781	02/01/2020
		Subtotal and Average	13,884,337.49		13,765,600.00	13,805,501.75	13,882,657.57			2.128	1,189	
		Total and Average	842,453,393.25		890,278,732.64	884,505,390.92	888,692,741.48			1.498	479	

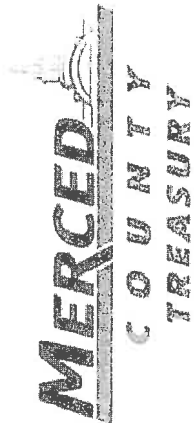
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MERCED COUNTY TREASURY
Summary by Type
DECEMBER 31, 2017

SECURITY TYPE	NUMBER OF INVESTMENTS	PAR VALUE	BOOK VALUE	Percent of Portfolio	*COMPLIANCE % ALLOWED	MEET Compliance
Treasury Coupon Securities	14	59,175,000.00	58,905,255.08	6.63%	30.00%	YES
Federal Agency Coupon Securities	48	259,545,000.00	258,574,686.15	29.10%	75.00%	YES
Supranationals - IBRD, IFC, IADB	25	131,385,000.00	130,998,826.04	14.74%	30.00%	YES
Medium Term Notes	34	159,255,000.00	159,596,869.67	17.96%	30.00%	YES
Municipal Bonds	5	13,765,000.00	13,882,657.67	1.56%	75.00%	YES
Commercial Paper	9	100,005,000.00	99,584,714.23	11.21%	30.00%	YES
Negotiable CD	1	2,500,000.00	2,500,000.00	0.28%	30.00%	YES
LAIF	2	60,109,721.47	60,109,721.47	6.76%	25.00%	YES
Managed Pool Accounts	4	104,540,011.17	104,540,011.17	11.76%	25.00%	YES
	142	890,279,732.64	888,692,741.48	100.00%		

* Compliance percentage is calculated at the time the investment is purchased, as percentages change daily due to fluctuating amounts in overnight accounts.

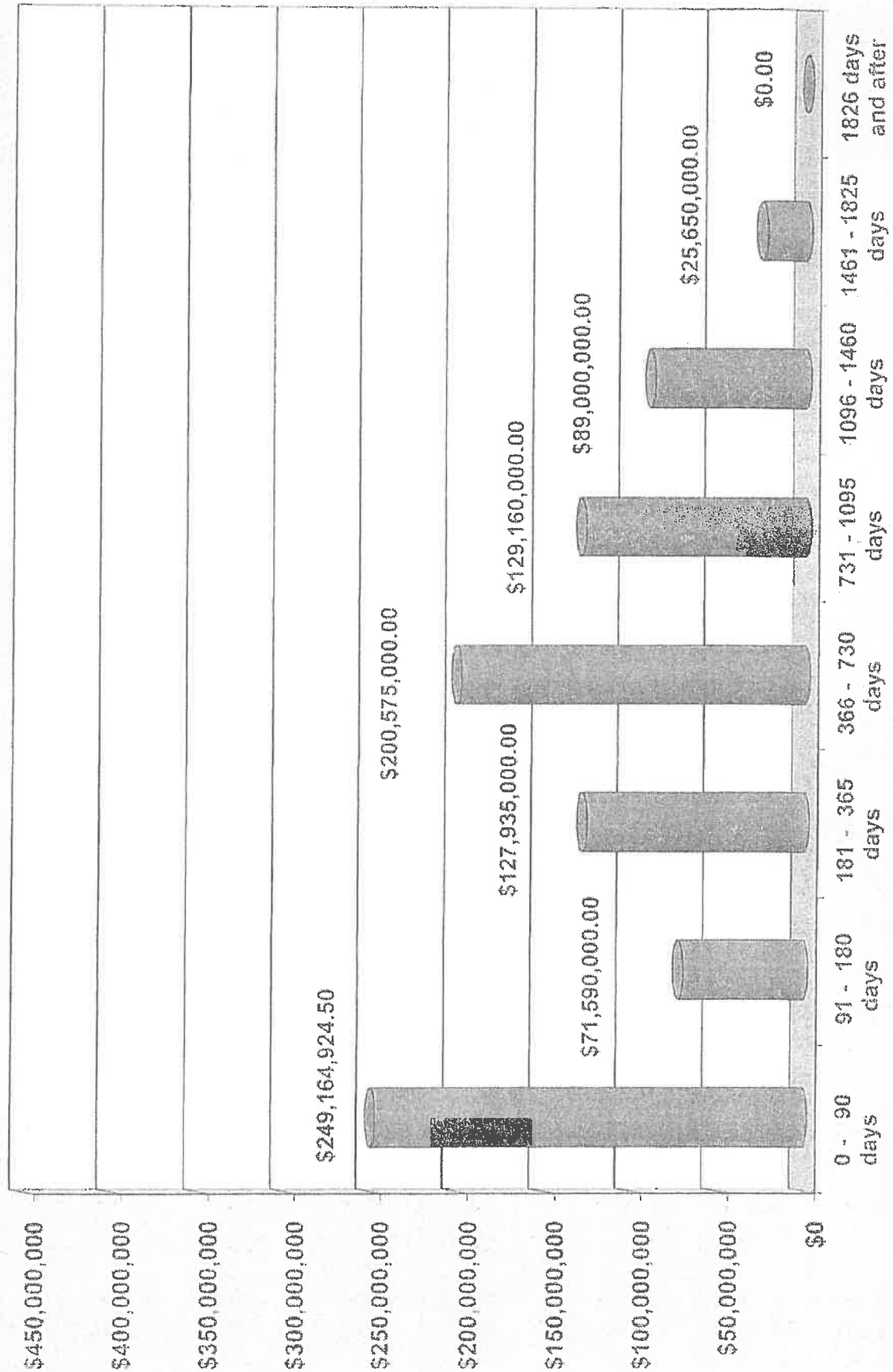


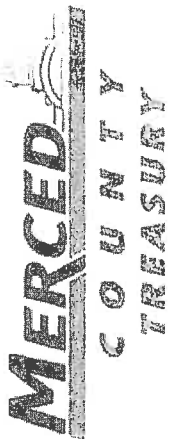
MERCED COUNTY TREASURY
Aging Report
By Maturity Date
As of December 31, 2017

Merced County

Aging Interval:	0 days	(12/31/2017 - 12/31/2017)	7 Maturities	0 Payments	167,444,924.51	18.78%	Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval:	1 - 15 days	(01/01/2018 - 01/15/2018)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00%	0.00	0.00
Aging Interval:	16 - 60 days	(01/16/2018 - 03/01/2018)	7 Maturities	0 Payments	60,800,000.00	6.81%	60,800,000.00	6.81%	60,735,312.77	60,526,541.05
Aging Interval:	61 - 90 days	(03/02/2018 - 03/31/2018)	4 Maturities	0 Payments	20,920,000.00	2.34%	20,920,000.00	2.34%	20,895,652.36	20,883,770.00
Aging Interval:	91 - 180 days	(04/01/2018 - 06/29/2018)	12 Maturities	0 Payments	71,590,000.00	8.01%	71,590,000.00	8.01%	71,429,002.70	71,310,572.95
Aging Interval:	181 - 365 days	(06/30/2018 - 12/31/2018)	24 Maturities	0 Payments	127,935,000.00	14.36%	127,935,000.00	14.36%	128,012,348.59	127,596,674.28
Aging Interval:	366 - 730 days	(01/01/2019 - 12/31/2019)	39 Maturities	0 Payments	200,575,000.00	22.46%	200,575,000.00	22.46%	200,215,113.84	198,753,638.95
Aging Interval:	731 - 1095 days	(01/01/2020 - 12/30/2020)	27 Maturities	0 Payments	129,160,000.00	14.46%	129,160,000.00	14.46%	128,890,576.12	127,825,345.05
Aging Interval:	1096 - 1460 days	(12/31/2020 - 12/30/2021)	16 Maturities	0 Payments	89,000,000.00	9.89%	89,000,000.00	9.89%	88,182,399.55	87,436,090.00
Aging Interval:	1461 - 1825 days	(12/31/2021 - 12/30/2022)	7 Maturities	0 Payments	25,650,000.00	2.88%	25,650,000.00	2.88%	25,678,234.58	25,523,026.00
Aging Interval:	1826 days and after	(12/31/2022 -)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00%	0.00	0.00
Total for			143 Investments	0 Payments		100.00		100.00	891,483,565.02	887,300,582.79

MERCED COUNTY TREASURY
Aging Report by Maturity Date
for Month Ending December 31, 2017





Merced County

MERCED COUNTY TREASURY
Purchases Report
 Sorted by Maturity Date - Maturity Date
 October 1, 2017 - December 31, 2017

CUSIP	Investment #	Fund	Sec. Type	Issuer	Original Par Value	Purchase Date	Payment Periods	Principal Purchased	Accrued Interest at Purchase	Rate at Purchase	Maturity Date	YTM	Ending Book Value
//													
05659KFV7	2215	2070	ACP	BNP	20,000,000.00	10/02/2017	06/29 - At Maturity	19,775,000.00	0.00	1.500	06/29/2018	1.534	19,850,283.47
				Subtotal	20,000,000.00			19,775,000.00	0.00				19,850,283.47
//													
89233HG65	2217	2070	ACP	TOYOTA	10,005,000.00	11/29/2017	07/06 - At Maturity	9,912,487.10	0.00	1.520	07/06/2018	1.545	9,926,184.70
				Subtotal	10,005,000.00			9,912,487.10	0.00				9,926,184.70
//													
46840QJ77	2227	2070	ACP	JP MOR	5,000,000.00	12/12/2017	09/17 - At Maturity	4,929,013.89	0.00	1.832	09/17/2018	1.878	4,934,345.87
				Subtotal	5,000,000.00			4,929,013.89	0.00				4,934,345.87
//													
912828U99	2225	2070	TRC	USTN	5,000,000.00	12/12/2017	12/31 - 06/30	4,977,539.06	Received	1.250	12/31/2018	1.683	4,978,708.90
				Subtotal	5,000,000.00			4,977,539.06	0.00				4,978,708.90
//													
3135G0J53	2224	2070	FAC	FNMA	5,000,000.00	12/11/2017	02/26 - 08/26	4,955,900.00	14,583.33	1.000	02/26/2019	1.740	4,957,927.59
				Subtotal	5,000,000.00			4,955,900.00	14,583.33				4,957,927.59
//													
458182DX7	2221	2070	MC1	IADB	5,000,000.00	12/04/2017	04/13 - 10/13	4,944,000.00	7,083.33	1.000	05/13/2019	1.000	4,946,913.29
				Subtotal	5,000,000.00			4,944,000.00	7,083.33				4,946,913.29
//													
3134G9NB9	2229	2070	FAC	FHLMC	5,000,000.00	12/29/2017	05/24 - 11/24	4,962,500.00	5,979.17	1.220	05/24/2019	1.773	4,962,648.51
				Subtotal	5,000,000.00			4,962,500.00	5,979.17				4,962,648.51
06/30/2019													
912828W55	2231	2070	TRC	USTN	5,000,000.00	12/29/2017	12/31 - 05/30	4,987,500.00	Received	1.625	06/30/2019	1.794	4,987,568.43
				Subtotal	5,000,000.00			4,987,500.00	0.00				4,987,568.43
07/05/2019													
3133EGJX4	2223	2070	FAC	FFCB	5,000,000.00	12/01/2017	01/05 - 07/05	4,945,000.00	21,900.00	1.080	07/05/2019	1.782	4,947,874.56
				Subtotal	5,000,000.00			4,945,000.00	21,900.00				4,947,874.56

Received = Accrued Interest at Purchase was received by report ending date

Portfolio POOL
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 Report Ver 7.3.5

MERCED COUNTY TREASURY
Purchases Report
October 1, 2017 - December 31, 2017

Page 2

CUSIP	Investment #	Fund	Sec. Type	Issuer	Original Par Value	Purchase Date	Payment Periods	Principal Purchased	Accrued Interest at Purchase	Rate at Purchase	Maturity Date	YTM	Ending Book Value
07/12/2019													
3133EGLC7	2233	2070	FAC	FFCB	5,000,000.00	12/29/2017	01/12 - 07/12	4,941,800.00	25,050.00	1.080	07/12/2018	1.852	4,942,010.49
				Subtotal	5,000,000.00			4,941,800.00	25,050.00				4,942,010.49
07/28/2019													
3134GBGG1	2230	2070	FAC	FHLMC	5,000,000.00	12/29/2017	01/28 - 07/28	4,978,250.00	31,875.00	1.500	07/28/2019	1.807	4,978,333.77
				Subtotal	5,000,000.00			4,978,250.00	31,875.00				4,978,333.77
//													
3134GBR95	2228	2070	FAC	FHLMC	5,000,000.00	12/12/2017	04/30 - 10/30	4,978,250.00	9,479.17	1.625	10/30/2019	1.850	4,978,831.49
				Subtotal	5,000,000.00			4,978,250.00	9,479.17				4,978,831.49
//													
3138G04T5	2234	2070	FAC	FNMA	5,000,000.00	12/29/2017	05/14 - 11/14	4,944,650.00	9,375.00	1.500	05/14/2020	1.979	4,944,779.47
				Subtotal	5,000,000.00			4,944,650.00	9,375.00				4,944,779.47
05/15/2020													
3130ACN83	2232	2070	FAC	FHLMC	5,000,000.00	12/29/2017	05/15 - 11/15	4,984,700.00	13,930.58	1.700	05/15/2020	2.005	4,984,782.48
				Subtotal	5,000,000.00			4,984,700.00	13,930.58				4,984,782.48
//													
3135G0T60	2222	2070	FAC	FNMA	5,000,000.00	12/01/2017	01/30 - 07/30	4,950,800.00	25,000.00	1.500	07/30/2020	1.880	4,952,338.10
				Subtotal	5,000,000.00			4,950,800.00	25,000.00				4,952,338.10
//													
45905UP73	2218	2070	MC1	IBRD	5,000,000.00	10/16/2017	04/16 - 10/16	5,000,000.00	0.00	1.950	10/16/2020	1.950	5,000,000.00
				Subtotal	5,000,000.00			5,000,000.00	0.00				5,000,000.00
//													
4581X0CS5	2228	2070	MC1	IADB	5,000,000.00	12/13/2017	03/15 - 09/15	4,969,350.00	22,916.67	1.875	03/15/2021	2.070	4,969,820.73
				Subtotal	5,000,000.00			4,969,350.00	22,916.67				4,969,820.73
//													
45805BFH1	2219	2070	MC1	IBRD	5,000,000.00	11/30/2017	05/24 - 11/24	4,888,600.00	1,148.67	1.375	05/24/2021	2.054	4,889,403.35
				Subtotal	5,000,000.00			4,888,600.00	1,148.67				4,889,403.35
06/01/2021													
3134GBTJ1	2220	2070	FAC	FHLMC	5,000,000.00	11/30/2017	12/01 - 08/01	4,981,000.00	Received	1.830	06/01/2021	2.062	4,981,958.76
				Subtotal	5,000,000.00			4,981,000.00	0.00				4,981,958.76

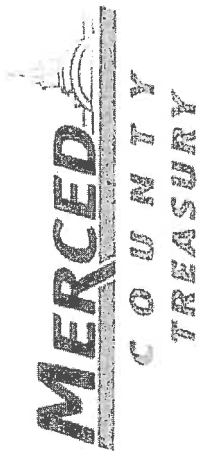
Received = Accrued Interest at Purchase was received by report ending date.

Portfolio POOL
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PU (PRF_PU) 7.1.1
Report Ver. 7.3.5

MERCED COUNTY TREASURY
Purchases Report
October 1, 2017 - December 31, 2017

Page 3

CUSIP	Investment #	Fund	Sec. Type	Issuer	Original Par Value	Purchase Date	Payment Periods	Principal Purchased	Accrued Interest at Purchase	Rate at Purchase	Maturity Date	YTM	Ending Book Value
07/14/2021													
3130A8QSS	2218	2070	FAC	FHLB	5,000,000.00	11/30/2017	01/14 - 07/14	4,860,000.00	21,250.00	1.125	07/14/2021	1.929	4,883,328.22
				Subtotal	5,000,000.00			4,860,000.00	21,250.00				4,883,328.22
				Total Purchases	120,095,000.00			118,823,340.05	209,568.80				118,937,043.18



Merced County

MERCED COUNTY TREASURY

Maturity Report

Sorted by Maturity Date

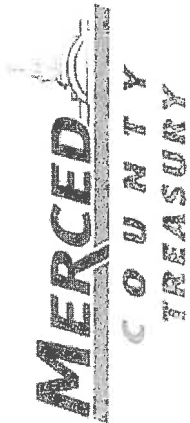
Receipts during October 1, 2017 - December 31, 2017

CUSIP	Investment #	Fund	Sec. Type	Issuer	Par Value	Maturity Date	Purchase Date	Rate at Maturity	Book Value at Maturity	Interest	Maturity Proceeds	Net Income
48121CYK6	2053	2070	MTN	JP MOR	5,000,000.00	10/01/2017	12/14/2015	6.000	5,000,000.00	150,000.00	5,150,000.00	150,000.00
13063CFC9	1916	2070	MUN	CALIF	2,500,000.00	11/01/2017	11/05/2013	1.750	2,500,000.00	21,875.00	2,521,875.00	21,875.00
06417GAS7	2045	3030	NCB	NOVA S	2,500,000.00	11/06/2017	11/09/2015	1.560	2,500,000.00	19,500.00	2,519,500.00	19,500.00
594918AP9	2158	2070	MTN	MIC	5,000,000.00	11/15/2017	12/08/2016	0.875	5,000,000.00	21,875.00	5,021,875.00	21,875.00
83050FBG5	2048	3030	NCB	SKAND	2,000,000.00	11/16/2017	11/17/2015	1.480	2,000,000.00	30,011.11	2,030,011.11	30,011.11
40426AR41	2049	3030	NCB	HSBC	2,500,000.00	11/17/2017	11/18/2015	1.904V	2,500,000.00	12,165.53	2,512,165.53	12,165.53
24422ESR1	1977	2070	MTN	JDEERE	9,095,000.00	12/15/2017	10/27/2014	1.550	9,095,000.00	70,486.25	9,165,486.25	70,486.25
Total Maturities					28,595,000.00				28,595,000.00	325,912.89	28,920,912.89	325,912.89

V - Security with variable rate change.

Portfolio POOL
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Report Ver: 7.3.5

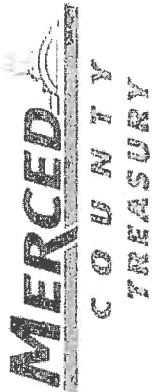
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Merced County

MERCED COUNTY TREASURY
Sales/Call Report
Sorted by Redemption Date - Maturity Date
October 1, 2017 - December 31, 2017

CUSIP	Investment #	Fund	Issuer Sec. Type	Purchase Date	Redem. Date	Par Value	Rate at Redem.	Book Value at Redem.	Redemption Principal	Redemption Interest	Total Amount	Net Income
149123BQ3	2134	2070	CATER MTN	10/05/2016	11/10/2017 12/15/2018	6,000,000.00	7.500	6,423,510.00	6,385,860.00	190,916.66	6,576,776.66	153,256.66
90331HANU4	2110	2070	US BNK MTN	05/05/2016	12/29/2017 01/29/2018	10,000,000.00	1.450	10,002,774.04	10,000,000.00	60,416.67	10,060,416.67	57,642.63
Total Sales									16,385,860.00	251,333.33	16,637,193.33	210,909.29



Merced County

MERCED COUNTY TREASURY
Inventory by Maturity Report
December 31, 2017

CUSIP	Investment #	Fund	Sec. Type	Issuer	Purchase Date	Book Value	Current Rate	Maturity Date	Maturity Amount	Total Days	Par Value	YTM 360	Days to Maturity 365
00280PAG0	2199	2070	ACP	Abbey National	05/16/2017	9,994,541.21	1.310	01/16/2018	10,000,000.00	245	10,000,000.00	1.344	1,363
25214Y3T9	2201	2070	ACP	Dexia Credit Local	06/02/2017	24,970,307.15	1.340	02/02/2018	25,000,000.00	245	25,000,000.00	1.371	1,390
459200HZ7	1959	3030	MTN	International Business	02/06/2015	3,299,673.82	1.125	02/06/2018	3,300,000.00	1,096	3,300,000.00	1.212	1,229
459200HZ7	2160	2070	MTN	International Business	12/09/2016	4,999,492.21	1.125	02/06/2018	5,000,000.00	424	5,000,000.00	1.213	1,230
06538CB91	2200	2070	ACP	Bank of Tokyo of Los	05/16/2017	9,984,518.12	1.430	02/09/2018	10,000,000.00	299	10,000,000.00	1.467	1,488
46640QB77	2202	2070	ACP	JP Morgan Chase	06/02/2017	4,988,871.18	1.410	02/27/2018	5,000,000.00	270	5,000,000.00	1.444	1,464
46623EKD0	2038	3030	MTN	JP Morgan Chase	10/06/2015	2,488,791.91	1.700	03/01/2018	2,500,000.00	877	2,500,000.00	1.727	1,751
166764AV2	2108	2070	MTN	Chevron Corp	05/05/2016	6,323,415.11	1.365	03/02/2018	6,320,000.00	666	6,320,000.00	1.028	1,042
46640QC74	2205	2070	ACP	JP Morgan Chase	07/10/2017	9,972,842.08	1.480	03/07/2018	10,000,000.00	240	10,000,000.00	1.520	1,541
78009NZZ2	2092	3030	NCB	Royal Bank of Canada	03/15/2016	2,500,000.00	1.700	03/09/2018	2,500,000.00	724	2,500,000.00	1.677	1,700
02665WAT6	2004	3030	MTN	American Honda Finance	03/13/2015	2,099,812.40	1.500	03/13/2018	2,100,000.00	1,056	2,100,000.00	1.525	1,546
36962G6W9	1695	2070	MTN	GE Capital Corp	04/15/2013	5,001,392.75	1.625	04/02/2018	5,000,000.00	1,813	5,000,000.00	1.489	1,510
931142DF7	1998	2070	MTN	Wal-Mart	04/11/2013	5,001,011.11	1.125	04/11/2018	5,000,000.00	1,826	5,000,000.00	1.036	1,050
36962G3U6	2025	2070	MTN	GE Capital Corp	05/29/2015	2,280,400.07	5.625	05/01/2018	2,230,000.00	1,068	2,230,000.00	1.414	1,434
054664BW0	1928	2070	MTN	Berkshire Hathaway Fin	03/25/2014	4,992,220.81	1.300	05/15/2018	5,000,000.00	1,512	5,000,000.00	1.711	1,735
58933YAG0	2012	2070	MTN	Merck & Co Inc	04/09/2015	5,003,636.19	1.300	05/18/2018	5,000,000.00	1,135	5,000,000.00	1.093	1,105
66406HD82	2024	3030	MTN	Bank of New York Company	05/29/2015	2,499,970.43	1.600	05/22/2018	2,500,000.00	1,039	2,500,000.00	1.581	1,603
912828VE7	2027	3030	TRC	US Treasury Notes	05/29/2015	1,149,834.30	1.000	05/31/2018	1,150,000.00	1,098	1,150,000.00	1.022	1,036
65050TMC3	2055	2070	MTN	Bank of America	12/01/2015	5,709,756.82	1.750	06/05/2018	5,710,000.00	917	5,710,000.00	1.736	1,760
459058EJ8	2023	2070	MC1	Intl Bnk for Recons & Dev	05/07/2015	4,998,731.13	1.000	06/15/2018	5,000,000.00	1,135	5,000,000.00	1.042	1,057
46640QFJ5	2213	2070	ACP	JP Morgan Chase	09/21/2017	4,962,820.45	1.590	06/18/2018	5,000,000.00	270	5,000,000.00	1.624	1,646
3130A8DW0	2117	2070	FAC	Federal Home Loan Bank	06/22/2016	10,000,000.00	1.150	06/22/2018	10,000,000.00	730	10,000,000.00	1.134	1,150
09859KRV7	2215	2070	ACP	BNP Paribas	10/02/2017	19,850,283.47	1.500	06/29/2018	20,000,000.00	270	20,000,000.00	1.534	1,555
89233HCG5	2070	2070	ACP	Toyota Mtr Credit	11/29/2017	9,826,184.70	1.520	07/06/2018	10,005,000.00	219	10,005,000.00	1.546	1,567
85236TCP8	2083	2070	MTN	Toyota Mtr Credit	02/05/2016	6,958,923.95	1.550	07/13/2018	6,955,000.00	899	6,955,000.00	1.420	1,440
742651DS6	1985	2070	FAC	Private Export Funding	01/02/2015	5,009,014.22	1.875	07/15/2018	5,000,000.00	1,290	5,000,000.00	1.508	1,528
3135G0M75	2127	2070	FAC	Federal National Mortgage	07/27/2016	4,998,569.44	0.875	07/27/2018	5,000,000.00	730	5,000,000.00	0.853	0,875
912828S68	2207	2070	TRC	US Treasury Notes	07/10/2017	4,985,053.03	0.750	07/31/2018	5,000,000.00	385	5,000,000.00	1.254	1,272
24422ETA7	2034	3030	MTN	John Deere Cap Corp	09/11/2015	1,848,621.50	1.750	08/10/2018	1,850,000.00	1,034	1,850,000.00	1.761	1,785
3133EGG8G9	2120	2070	FAC	Federal Farm Credit Bank	09/09/2016	5,000,000.00	1.000	08/23/2018	5,000,000.00	805	5,000,000.00	0.986	1,000
4581X0BR8	2211	2070	MC1	Inter-American Development	07/13/2017	5,013,393.14	1.750	08/24/2018	5,000,000.00	407	5,000,000.00	1.313	1,331
46640QJ77	2227	2070	ACP	JP Morgan Chase	12/12/2017	4,934,345.87	1.532	09/17/2018	5,000,000.00	279	5,000,000.00	1.878	1,904
912828T42	2206	2070	TRC	US Treasury Notes	07/10/2017	4,979,558.17	0.750	09/30/2018	5,000,000.00	447	5,000,000.00	1.287	1,305
459200GM7	2157	2070	MTN	International Business	12/08/2016	5,232,692.65	7.625	10/15/2018	5,000,000.00	676	5,000,000.00	1.590	1,612
3134G8WZ8	2099	2070	FAC	Federal Home Loan Mfg	04/26/2016	5,000,000.00	1.125	10/26/2018	5,000,000.00	913	5,000,000.00	1.110	1,125
3134G8YU7	2100	2070	FAC	Federal Home Loan Mfg	04/26/2016	5,000,000.00	1.050	10/26/2018	5,000,000.00	913	5,000,000.00	1.036	1,050

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191218BF6	1923	2070	MTN	Coca-Cola Company	01/24/2014	9,981,211.42	1.650	11/01/2018	10,000,000.00	1,742	10,000,000.00	1.736	1,736	1,760	304
91159HHE3	2064	2070	MTN	US Bank	12/14/2015	5,015,266.79	1.950	11/15/2018	5,000,000.00	1,067	5,000,000.00	1.868	1,868	1,884	318
45950VHE9	2172	2070	MC1	Intl Fin Corp	12/16/2016	4,998,535.09	1.250	11/27/2018	5,000,000.00	711	5,000,000.00	1.285	1,285	1,283	330
91282BA34	2043	3030	TRC	US Treasury Notes	11/09/2015	3,652,210.28	1.250	11/30/2018	3,650,000.00	1,117	3,650,000.00	1.166	1,166	1,162	333
91282BA34	2047	3030	TRC	US Treasury Notes	11/16/2015	570,367.38	1.250	11/30/2018	570,000.00	1,110	570,000.00	1.162	1,162	1,178	333
3133EFRH2	2054	2070	FAC	Federal Farm Credit Bank	11/30/2015	5,000,000.00	1.340	11/30/2018	5,000,000.00	1,086	5,000,000.00	1.322	1,322	1,340	333
3133EFRH2	2061	2070	FAC	Federal Farm Credit Bank	12/10/2015	5,000,000.00	1.340	11/30/2018	5,000,000.00	1,086	5,000,000.00	1.320	1,320	1,339	333
91282BA34	2112	3030	TRC	US Treasury Notes	05/08/2018	4,983,580.21	1.250	11/30/2018	4,985,000.00	938	4,985,000.00	0.823	0,823	0,834	333
3135G0G72	2053	2070	FAC	Federal National Mortgage	11/27/2015	8,982,302.83	1.125	12/14/2018	10,000,000.00	1,113	10,000,000.00	1.297	1,297	1,315	347
91282BA75	2058	3030	TRC	US Treasury Notes	12/04/2015	4,953,572.77	1.500	12/31/2018	4,940,000.00	1,123	4,940,000.00	1.201	1,201	1,218	364
91282B099	2225	2070	TRC	US Treasury Notes	12/04/2015	4,953,572.77	1.500	12/31/2018	4,940,000.00	384	5,000,000.00	1.858	1,858	1,883	364
3133EFGN1	2068	2070	FAC	Federal Farm Credit Bank	12/21/2015	4,993,321.17	1.200	01/07/2019	5,000,000.00	1,113	5,000,000.00	1.316	1,316	1,335	371
94974BFQ8	2037	3030	MTN	Wells Fargo	10/06/2015	2,487,361.61	2.150	01/16/2019	2,480,000.00	1,197	2,480,000.00	1.830	1,830	1,855	379
3134GAK78	2177	2070	FAC	Federal Home Loan Mtg	01/25/2017	5,000,000.00	1.350	01/25/2019	5,000,000.00	730	5,000,000.00	1.332	1,332	1,350	389
89236TCU7	2086	3030	MTN	Toyota Mtr Credit	02/19/2016	1,298,841.07	1.700	02/19/2019	1,300,000.00	1,086	1,300,000.00	1.209	1,209	1,228	414
037833BQ2	2088	2070	MTN	Apple Inc	02/25/2016	6,011,543.87	1.700	02/22/2019	5,000,000.00	1,093	5,000,000.00	1.472	1,472	1,492	417
45905UVC5	2085	2070	MC1	Intl Bnk for Recons & Dev	02/28/2016	5,000,000.00	1.350	02/26/2019	5,000,000.00	1,086	5,000,000.00	1.331	1,331	1,350	421
45905UVC5	2093	2070	MC1	Intl Bnk for Recons & Dev	03/24/2016	5,000,000.00	1.350	02/26/2019	5,000,000.00	1,089	5,000,000.00	1.331	1,331	1,350	421
3135G0J53	2224	2070	FAC	Federal National Mortgage	12/11/2017	4,957,927.59	1.000	02/26/2019	5,000,000.00	442	5,000,000.00	1.716	1,716	1,740	421
478160BR4	2128	2070	MTN	Johnson & Johnson	07/29/2016	11,515,132.82	1.125	03/01/2019	11,500,000.00	945	11,500,000.00	0.986	0,986	1,010	424
30231GAD4	1876	2070	MTN	Exxon	10/24/2014	5,020,903.92	1.819	03/15/2019	5,000,000.00	1,603	5,000,000.00	1.440	1,440	1,460	438
30231GAD4	2011	2070	MTN	Exxon	04/06/2015	5,028,031.08	1.819	03/15/2019	5,000,000.00	1,439	5,000,000.00	1.318	1,318	1,336	438
084684CG4	2181	2070	MTN	Berkshire Hathaway Fin	01/30/2017	5,002,524.58	1.700	03/15/2019	5,000,000.00	774	5,000,000.00	1.834	1,834	1,857	438
91282BC65	2090	3030	TRC	US Treasury Notes	03/04/2016	3,927,369.74	1.625	03/31/2019	3,900,000.00	1,122	3,900,000.00	1.036	1,036	1,050	454
459056FC2	2088	2070	MC1	Intl Bnk for Recons & Dev	04/26/2016	5,000,000.00	1.250	04/26/2019	5,000,000.00	1,085	5,000,000.00	1.233	1,233	1,250	480
459056FB4	2107	2070	MC1	Intl Bnk for Recons & Dev	04/29/2016	5,000,000.00	1.300	04/26/2019	5,000,000.00	1,082	5,000,000.00	1.282	1,282	1,300	480
3130A7R72	2102	2070	FAC	Federal Home Loan Bank	04/29/2016	5,000,000.00	1.250	04/26/2019	5,000,000.00	1,085	5,000,000.00	1.233	1,233	1,250	483
037833AQ3	2129	2070	MTN	Apple Inc	07/29/2016	5,085,599.05	2.100	05/08/2019	5,000,000.00	1,011	5,000,000.00	1.083	1,083	1,108	480
458182DX7	2096	3030	MC1	Inter-American Development	04/12/2016	1,383,159.98	1.000	05/13/2019	1,385,000.00	1,128	1,385,000.00	1.084	1,084	1,089	487
94988J5D5	2126	2070	MTN	Wells Fargo	07/21/2016	5,031,443.65	1.750	05/13/2019	5,000,000.00	525	5,000,000.00	0.986	0,986	1,000	487
3134G9NB9	2229	2070	FAC	Federal Home Loan Mtg	12/29/2017	4,982,848.51	1.230	05/24/2019	5,000,000.00	1,037	5,000,000.00	1.272	1,272	1,290	508
91282BWS5	2231	2070	TRC	US Treasury Notes	12/29/2017	4,987,568.43	1.625	06/30/2019	5,000,000.00	511	5,000,000.00	1.749	1,749	1,773	508
3133EGLJ4	2223	2070	FAC	Federal Farm Credit Bank	12/01/2017	4,947,874.56	1.080	07/05/2019	5,000,000.00	548	5,000,000.00	1.789	1,789	1,794	545
3133EGLC7	2233	2070	FAC	Federal Farm Credit Bank	12/29/2017	4,942,010.49	1.080	07/12/2019	5,000,000.00	581	5,000,000.00	1.758	1,758	1,782	550
3134GBGG1	2230	2070	FAC	Federal Home Loan Mtg	12/29/2017	4,979,333.77	1.500	07/28/2019	5,000,000.00	560	5,000,000.00	1.827	1,827	1,852	557
3135G0N33	2131	3030	FAC	Federal National Mortgage	08/12/2016	4,993,889.77	0.875	08/02/2019	5,000,000.00	574	5,000,000.00	1.782	1,782	1,807	571
037833CB4	2173	2070	MTN	Apple Inc	01/10/2017	4,963,584.92	1.100	08/02/2019	5,000,000.00	1,085	5,000,000.00	0.940	0,940	0,953	578
584818BN3	2139	2070	MTN	Microsoft Corp	10/27/2016	4,991,736.97	1.100	08/08/2019	5,000,000.00	934	5,000,000.00	1.548	1,548	1,570	578
742651DQ2	2059	2070	FAC	Private Export Funding	12/11/2015	8,915,884.59	1.450	08/15/2019	10,000,000.00	1,015	10,000,000.00	1.189	1,189	1,205	584
742651DQ2	2151	2070	FAC	Private Export Funding	11/21/2016	5,008,172.36	1.450	08/15/2019	5,000,000.00	1,343	5,000,000.00	1.963	1,963	1,990	591
									997		5,000,000.00	1.353	1,353	1,372	591

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3133EGU52	2161	2070	FAC	Federal Farm Credit Bank	12/13/2016	5,000,000.00	1.480	08/13/2019	5,000,000.00	1,004	5,000,000.00	1.470	1,490
458058FQ1	2160	2070	MC1	Intl Bnk for Recons & Dev	01/23/2017	9,957,719.75	1.200	09/30/2019	10,000,000.00	980	10,000,000.00	1.428	1,447
4581X0CR7	2178	2070	MC1	Inter-American Development	01/12/2017	4,988,448.54	1.250	10/15/2019	5,000,000.00	1,006	5,000,000.00	1.590	1,612
3135G0R39	2150	2070	FAC	Federal National Mortgage	11/17/2016	4,971,812.72	1.000	10/24/2019	5,000,000.00	1,071	5,000,000.00	1.302	1,320
3134G8R05	2228	2070	FAC	Federal Home Loan Mtg	12/12/2017	4,979,831.49	1.625	10/30/2019	5,000,000.00	987	5,000,000.00	1.825	1,850
458058F57	2143	2070	MC1	Intl Bnk for Recons & Dev	11/18/2016	4,971,308.43	1.126	11/27/2019	5,000,000.00	1,104	5,000,000.00	1.415	1,435
3139G4HF3	2144	2070	FAC	Federal National Mortgage	11/29/2016	5,000,000.00	1.350	12/13/2019	5,000,000.00	1,095	5,000,000.00	1.332	1,350
3130A8FB4	2122	2070	FAC	Federal Home Loan Bank	08/13/2016	5,000,000.00	1.350	12/13/2019	5,000,000.00	1,278	5,000,000.00	1.332	1,350
3133EGU88	2171	2070	FAC	Federal Farm Credit Bank	12/19/2016	4,987,377.78	1.500	12/19/2019	5,000,000.00	1,095	5,000,000.00	1.508	1,527
3135G0S48	2191	2070	FAC	Federal National Mortgage	04/11/2017	4,987,923.66	1.650	01/27/2020	5,000,000.00	1,021	5,000,000.00	1.847	1,870
13034PZE0	2214	2070	MUN	State of California	09/27/2017	3,360,093.42	2.150	02/01/2020	3,340,000.00	857	3,340,000.00	1.828	1,853
584916BV5	2183	2070	MTN	Microsoft Corp	02/08/2017	5,000,208.72	1.850	02/08/2020	5,000,000.00	1,095	5,000,000.00	1.822	1,847
3138G4HF8	2146	2070	FAC	Federal National Mortgage	11/30/2016	5,000,000.00	1.500	02/28/2020	5,000,000.00	1,183	5,000,000.00	1.478	1,500
166764AR1	2198	2070	MTN	Chevron Corp	05/15/2017	5,001,828.17	1.961	03/03/2020	5,000,000.00	1,023	5,000,000.00	1.918	1,945
3134G8BE4	2185	2070	FAC	Federal Home Loan Mtg	04/08/2017	5,000,000.00	1.700	03/27/2020	5,000,000.00	1,086	5,000,000.00	1.678	1,700
3134G8BEU2	2186	2070	FAC	Federal Home Loan Mtg	04/07/2017	5,000,000.00	1.150V	03/27/2020	5,000,000.00	1,085	5,000,000.00	2.018	2,046
458058FA6	2187	2070	MC1	Intl Bnk for Recons & Dev	04/11/2017	4,980,588.54	1.375	03/30/2020	5,000,000.00	1,084	5,000,000.00	1.531	1,552
4580KCL2	2203	2070	MC1	Intl Fin Corp	08/07/2017	5,022,361.30	1.750	03/30/2020	5,000,000.00	1,027	5,000,000.00	1.524	1,548
3132X0SA0	2184	2070	FAC	Farmer Mac	04/19/2017	4,998,003.90	1.640	04/17/2020	5,000,000.00	1,094	5,000,000.00	1.628	1,649
3133EGD88	2148	2070	FAC	Federal Farm Credit Bank	11/18/2016	4,984,784.17	1.320	05/07/2020	5,000,000.00	1,268	5,000,000.00	1.433	1,453
4581X0CX4	2193	2070	MC1	Inter-American Development	04/13/2017	4,998,930.57	1.825	05/12/2020	5,000,000.00	1,125	5,000,000.00	1.628	1,652
3136G04T5	2234	2070	FAC	Federal National Mortgage	12/29/2017	4,944,779.47	1.500	05/14/2020	5,000,000.00	887	5,000,000.00	1.952	1,978
91412GTB1	2159	2070	MUN	University of California	12/09/2016	1,307,837.35	3.016	05/15/2020	1,275,000.00	1,263	1,275,000.00	1.869	1,895
3130ACN63	2232	2070	FAC	Federal Home Loan Bank	12/29/2017	4,984,782.48	1.700	05/15/2020	5,000,000.00	988	5,000,000.00	1.978	2,005
3133EGFN0	2123	2070	FAC	Federal Farm Credit Bank	08/15/2016	5,000,000.00	1.400	08/15/2020	5,000,000.00	1,481	5,000,000.00	1.381	1,400
4581X0CP1	2184	2070	MC1	Inter-American Development	03/13/2017	5,003,281.97	1.875	08/16/2020	5,000,000.00	1,191	5,000,000.00	1.822	1,847
3130A8QD8	2142	2070	FAC	Federal Home Loan Bank	11/16/2016	4,519,419.29	1.230	07/14/2020	4,545,000.00	1,336	4,545,000.00	1.439	1,459
4580KCG3	2182	2070	MC1	Intl Fin Corp	04/13/2017	4,991,965.47	1.625	07/16/2020	5,000,000.00	1,180	5,000,000.00	1.657	1,680
4580KCG3	2210	2070	MC1	Intl Fin Corp	07/13/2017	4,992,880.80	1.625	07/16/2020	5,000,000.00	1,099	5,000,000.00	1.661	1,684
3135G0T60	2222	2070	FAC	Federal National Mortgage	12/01/2017	4,952,339.10	1.500	07/30/2020	5,000,000.00	972	5,000,000.00	1.854	1,880
458058FM0	2209	2070	MC1	Intl Bnk for Recons & Dev	07/12/2017	4,924,320.87	1.125	08/10/2020	5,000,000.00	1,125	5,000,000.00	1.795	1,820
3133EGU90	2162	2070	FAC	Federal Farm Credit Bank	12/14/2016	5,000,000.00	1.820	08/14/2020	5,000,000.00	1,370	5,000,000.00	1.923	1,950
45805UP73	2216	2070	MC1	Intl Bnk for Recons & Dev	10/18/2017	5,000,000.00	1.950	10/18/2020	5,000,000.00	1,098	5,000,000.00	1.923	1,950
912828L86	2188	2070	TRC	US Treasury Notes	04/10/2017	4,981,473.56	1.375	10/31/2020	5,000,000.00	1,300	5,000,000.00	1.634	1,657
912828M98	2170	2070	TRC	US Treasury Notes	12/14/2016	4,984,202.23	1.625	11/30/2020	5,000,000.00	1,447	5,000,000.00	1.714	1,738
89236T0Z5	2204	2070	MTN	Toyota Mtr Credit	08/29/2017	5,000,000.00	2.000	12/29/2020	5,000,000.00	1,279	5,000,000.00	1.973	2,000
912828P87	2180	2070	TRC	US Treasury Notes	04/11/2017	4,908,685.21	1.125	02/28/2021	5,000,000.00	1,419	5,000,000.00	1.701	1,725
4581X0CS5	2228	2070	MC1	Inter-American Development	12/13/2017	4,968,820.73	1.875	03/15/2021	5,000,000.00	1,188	5,000,000.00	2.042	2,070
13083DAC2	2198	2070	MUN	State of California	04/27/2017	4,050,473.83	2.625	04/01/2021	4,000,000.00	1,435	4,000,000.00	2.187	2,218
458058FD0	2101	2070	MC1	Intl Bnk for Recons & Dev	04/28/2016	10,000,000.00	1.250V	04/28/2021	10,000,000.00	1,828	10,000,000.00	1.233	1,250
3135G0X69	2163	2070	FAC	Federal National Mortgage	12/09/2016	9,820,578.76	1.250	05/08/2021	10,000,000.00	1,509	10,000,000.00	1.785	1,810

V - Security with variable rate change.

Portfolio POOL

AP

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Report Ver: 7.3.5

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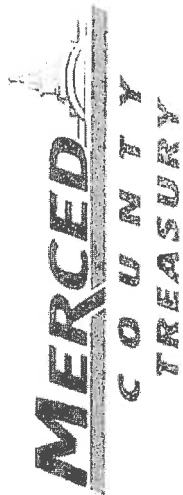
MERCED COUNTY TREASURY
Inventory by Maturity Report

CUSIP	Investment #	Fund	Sec. Type	Issuer	Purchase Date	Book Value	Current Rate	Maturity Date	Maturity Amount	Total Days	Par Value	YTM 360	Days to 365 Maturity
459058FH1	2218	2070	MC1	Intl Bnk for Recon & Dev	11/30/2017	4,889,403.35	1.375	05/24/2021	5,000,000.00	1,271	5,000,000.00	2.026	2,054
3134GBTJ1	2220	2070	FAC	Federal Home Loan Mtg	11/30/2017	4,981,958.76	1.830	08/01/2021	5,000,000.00	1,278	5,000,000.00	2.034	2,062
3130A8QS5	2218	2070	FAC	Federal Home Loan Bank	11/30/2017	4,863,328.22	1.125	07/14/2021	5,000,000.00	1,322	5,000,000.00	1.902	1,929
912828S78	2189	2070	TRC	US Treasury Notes	04/11/2017	4,983,080.87	1.125	07/31/2021	5,000,000.00	1,572	5,000,000.00	1.782	1,807
594918BP8	2175	2070	MTN	Microsoft Corp	01/10/2017	4,905,951.78	1.550	08/09/2021	5,000,000.00	1,671	5,000,000.00	2.071	2,100
3135G0Q89	2149	2070	FAC	Federal National Mortgage	11/17/2016	4,935,243.30	1.375	10/07/2021	5,000,000.00	1,785	5,000,000.00	1.711	1,735
3134GAZB3	2145	2070	FAC	Federal Home Loan Mtg	11/30/2016	5,000,000.00	1.500V	11/24/2021	5,000,000.00	1,820	5,000,000.00	2.103	2,132
3134GAYX6	2152	2070	FAC	Federal Home Loan Mtg	11/30/2016	5,000,000.00	1.875	11/28/2021	5,000,000.00	1,822	5,000,000.00	1.848	1,875
45805UB37	2165	2070	MC1	Intl Bnk for Recon & Dev	12/18/2016	4,984,083.37	2.000	12/15/2021	5,000,000.00	1,825	5,000,000.00	2.004	2,032
3130AAEX2	2164	2070	FAC	Federal Home Loan Bank	12/28/2016	5,000,000.00	2.150	12/28/2021	5,000,000.00	1,826	5,000,000.00	2.121	2,150
3134GAYV0	2147	2070	FAC	Federal Home Loan Mtg	12/30/2016	5,000,000.00	2.000	12/30/2021	5,000,000.00	1,826	5,000,000.00	1.973	2,000
3130AAKW7	2176	2070	FAC	Federal Home Loan Bank	01/10/2017	4,985,773.75	1.950	01/10/2022	5,000,000.00	1,826	5,000,000.00	1.945	1,972
89236TDP7	2174	2070	MTN	Toyota Mir Credit	01/10/2017	5,022,985.84	2.600	01/11/2022	5,000,000.00	1,827	5,000,000.00	2.444	2,478
4581X0CW8	2179	2070	MC1	Inter-American Development	01/18/2017	4,985,021.92	2.125	01/18/2022	5,000,000.00	1,828	5,000,000.00	2.122	2,151
13083DAD0	2195	2070	MUN	State of California	04/27/2017	2,000,000.00	2.367	04/01/2022	2,000,000.00	1,800	2,000,000.00	2.335	2,367
13083DAD0	2197	2070	MUN	State of California	04/27/2017	3,164,453.07	2.367	04/01/2022	3,150,000.00	1,800	3,150,000.00	2.221	2,252
2205	2205	2070	MTN	Mosquito Abatement Depot	07/03/2017	500,000.00	4.000	08/30/2022	500,000.00	1,823	500,000.00	3.945	4,000
3133EHSB0	2212	2070	FAC	Federal Farm Credit Bank	08/09/2017	5,000,000.00	2.100	07/25/2022	5,000,000.00	1,811	5,000,000.00	2.071	2,100
Subtotal and Average						724,043,008.84			725,630,000.00		725,630,000.00	1.540	1.561
Net Maturities and Average						724,043,008.84			725,630,000.00		725,630,000.00	1.540	1.561

V - Security with variable rate change.

Portfolio POOL
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Report Ver: 7.3.5

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PORTFOLIO REVIEW of FIVE QUARTERS

Quarter Ending Portfolio Composition:	Dec. 31, 2017	Sept. 30, 2017	June 30, 2017	Mar. 31, 2017	Dec. 31, 2016
Book Value of Assets Held	\$ 888,692,741	\$ 768,827,203	\$ 862,324,468	\$ 844,190,893	\$ 865,597,065
Market Value of Assets Held	\$ 884,505,391	\$ 767,575,959	\$ 861,396,645	\$ 842,607,513	\$ 863,963,407
Assets Maturing Within 90 Days	\$ 259,164,925	\$ 153,282,294	\$ 193,409,367	\$ 252,521,341	\$ 217,552,366
Percentage of Market to Book	99.53%	99.84%	99.89%	99.81%	99.81%
Weighted Average Maturity (WAM)	479 days	538 days	527 days	500 days	475 days
Return on Assets:					
Total Earnings Quarter Ended	\$ 2,799,864	\$ 2,716,365	\$ 2,837,197	\$ 2,511,006	\$ 2,032,995
Total Earnings Fiscal YTD	\$ 5,510,932	\$ 2,716,365	\$ 9,458,984	\$ 6,610,903	\$ 4,091,482
Rate of Return QTR	1.42%	1.39%	1.33%	1.25%	1.07%
Rate of Return Fiscal YTD	1.40%	1.39%	1.20%	1.15%	1.09%
CAMP	1.22%	1.13%	0.99%	0.86%	0.68%
LAIF	1.20%	1.08%	0.93%	0.78%	0.68%



**JOHN CHIANG
TREASURER
STATE OF CALIFORNIA**



PMIA Performance Report

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
12/11/17	1.21	1.16	189
12/12/17	1.22	1.16	191
12/13/17	1.22	1.16	190
12/14/17	1.23	1.17	188
12/15/17	1.23	1.17	188
12/16/17	1.23	1.17	188
12/17/17	1.23	1.17	188
12/18/17	1.23	1.17	184
12/19/17	1.24	1.17	182
12/20/17	1.25	1.17	184
12/21/17	1.26	1.17	185
12/22/17	1.26	1.17	191
12/23/17	1.26	1.17	191
12/24/17	1.26	1.18	191
12/25/17	1.26	1.18	191
12/26/17	1.28	1.18	186
12/27/17	1.28	1.18	183
12/28/17	1.30	1.18	186
12/29/17	1.30	1.18	177
12/30/17	1.30	1.18	177
12/31/17	1.30	1.18	186
01/01/18	1.30	1.30	186
01/02/18	1.32	1.31	194
01/03/18	1.33	1.32	193
01/04/18	1.34	1.32	192
01/05/18	1.34	1.33	192
01/06/18	1.34	1.33	192
01/07/18	1.34	1.33	192
01/08/18	1.34	1.33	187
01/09/18	1.34	1.33	187
01/10/18	1.34	1.33	187

*Daily yield does not reflect capital gains or losses

[View Prior Month Daily Rates](#)

LAIF Performance Report

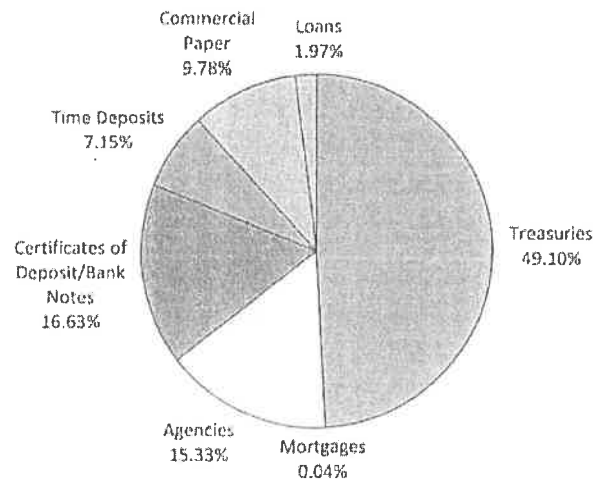
Quarter Ending 12/31/17

Apportionment Rate: 1.20%
 Earnings Ratio: .00003301121703481
 Fair Value Factor: .998093529
 Daily: 1.30%
 Quarter to Date: 1.18%
 Average Life: 186

**PMIA Average Monthly
Effective Yields**

Dec 2017 1.239
 Nov 2017 1.172
 Oct 2017 1.143

**Pooled Money Investment Account
Portfolio Composition
12/31/17
\$74.3 billion**



Based on data available as of 1/12/2018

MINUTES
TREASURY OVERSIGHT COMMITTEE MEETING
October 19, 2017
For the Quarter Ending 9/30/2017

Attendees

Maureen O'Rourke – Member of the Public
Rhiannon Jones – Special District Designee
Andre Urquidez – Alternate School District Designee
David W. Ness – Member of the Public
Janey Cabral – Auditor-Controller Alternate
Cecilia Belmontes – County Superintendent of Schools Alternate
Pat Fogel – Accountant III
Margie Leonard – Deputy Treasurer
Karen Helms – Assistant Treasurer-Tax Collector

Absent

Daron McDaniel – Board of Supervisor
Lisa Cardella-Presto, C.P.A. – Auditor-Controller
Steve Tietjen - County Superintendent of Schools
Joe Allison – School District Alternate
Janet Riley – County Superintendent of Schools Alternate

Meeting Called to Order

The meeting was called to order at 2:30pm. Karen Adams asked members to introduce themselves as there were new members.

Approval of Minutes

Andre Urquidez made a motion to accept the minutes from July 19, 2017. Maureen O'Rourke seconded the motion. The motion was approved.

Public Comments

None

Portfolio Review

The Quarterly Investment Portfolio Composition figures for the Pooled Investments for the Quarter ending September 30, 2017 were: The Book Value of Assets held was \$768,827,203. The Market Value of Assets held was \$767,575,959. The category showing Assets Maturing within 90 days has a quarterly total of \$153,282,294. The percentage of Market to Book Value was 99.84%. The Weighted Average Maturity (WAM) was 538 days.

The Return of Assets figures were: Total Earnings for the Quarter were \$2,716,365 and the Total Earnings Fiscal year-to-date were \$2,716,365. The rate of return for the quarter was 1.39% and rate for the fiscal year of 1.39%. Karen continued to review the information in the report.

Karen discussed various reports she would like created by Sympro, such as a dashboard with all current information such as rates, spreads, and current investments all on one page. She also discussed various swap analysis interpretations and looking at future opportunities to swap.

The meeting adjourned at 3:25pm.

Submitted by,
Pat Fagel

Board Reference Material

SUBJECT TITLE: SISC GASB 45 Trust Investment Report

REQUESTED ACTION: None (report)

Action _____

Discussion/Information ___X___

BACKGROUND INFORMATION:

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

The SISC GASB 45 Trust was established by the Board as a means of meeting its Other Post Employment Benefits (OPEB) liability and represents the District's commitment to that financial responsibility. The Trust is actively managed and invested in public capital markets to seek a higher rate of return than the District could obtain through the county treasury. For the quarter ended 12/31/17 the Trust earned 3.75%.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

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

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

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

ORIGINATOR: Amer Iqbal, Director Fiscal Services
Date: March 8, 2018

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

Statement for October 1, 2017 – December 31, 2017

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

Final

ACCOUNT SUMMARY

	Beginning Date	Ending Date	No. of Days Invested	No. of Days In Quarter	Amount Invested	Weighted Average
Beginning Account Value	10/01/2017	12/31/2017	92	92	\$4,309,940.91	\$4,309,940.91
Distribution	10/06/2017	12/31/2017	87	92	(\$17,506.46)	(\$16,555.02)
Other Income	10/18/2017	12/31/2017	75	92	\$612.25	\$499.12
Contributions	10/23/2017	12/31/2017	70	92	\$93,907.73	\$71,451.53
Distribution	10/25/2017	12/31/2017	68	92	(\$49,332.40)	(\$36,463.08)
Contributions	11/02/2017	12/31/2017	60	92	\$5,404.70	\$3,524.80
Distribution	11/08/2017	12/31/2017	54	92	(\$18,229.69)	(\$10,700.04)
SISC Admin Fee	11/08/2017	12/31/2017	54	92	(\$538.74)	(\$316.22)
Trustee Fees	11/08/2017	12/31/2017	54	92	(\$538.74)	(\$316.22)
Contributions	11/13/2017	12/31/2017	49	92	\$93,776.17	\$49,946.00
Distribution	11/22/2017	12/31/2017	40	92	(\$50,561.70)	(\$21,983.35)
Contributions	12/01/2017	12/31/2017	31	92	\$13,949.25	\$4,700.29
Distribution	12/06/2017	12/31/2017	26	92	(\$18,229.69)	(\$5,151.87)
Contributions	12/11/2017	12/31/2017	21	92	\$99,357.93	\$22,679.53
Distribution	12/20/2017	12/31/2017	12	92	(\$49,332.40)	(\$6,434.66)
Contributions	12/29/2017	12/31/2017	3	92	\$9,475.85	\$309.00

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

Statement for October 1, 2017 – December 31, 2017

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

Final

ACCOUNT SUMMARY

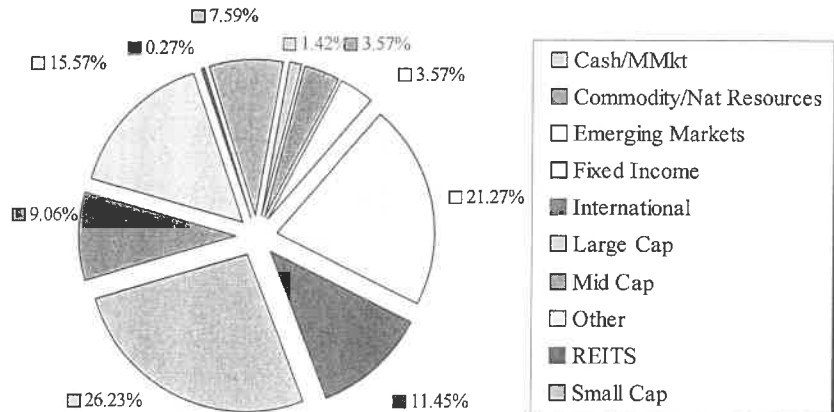
Beginning Date	Ending Date	No. of Days Invested	No. of Days In Quarter	Amount Invested	Weighted Average
				\$4,422,154.97	\$4,365,130.72
Ending Account Value at 12-31-17				\$4,585,803.67	
Amount Invested				\$4,422,154.97	
Return on Investment (\$)				\$163,648.70	
Weighted Average Balance				\$4,365,130.72	
Quarterly Return on Investment:				3.75%	

TOTAL POOL

Ending Account Market Value: **\$216,047,708.90**

Investment Allocation

Cash/MMkt	1.42%
Fixed Income	21.27%
Large Cap	26.23%
Mid Cap	9.06%
Small Cap	7.59%
International	11.45%
Commodity/Nat Resource	3.57%
REITS	0.27%
Emerging Markets	3.57%
Other	15.57%
	100.00%



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



February 16, 2018

TO: SISC GASB 45 Trust Participating Employers

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

SUBJ: SISC GASB 45
Statement for Quarter Ending December 31, 2017

Your statement for the quarter ending **December 31, 2017** is now available on the SISC website. The statements provide information about your district's transaction activity and investment performance. A summary of the quarterly return is provided below. The detailed asset allocation and investment report will be provided after review by our Board of Directors on February 22, 2018.

	<u>October – December 2017 Quarter</u>
SISC GASB 45	3.75%

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

2017 ended strongly with nearly all major indexes posting substantial gains. Low interest rates, a pro-growth Washington Administration, strong corporate earnings and an across the board tax cut all led the markets to post a strong quarter and year. While we are encouraged with these numbers, we are also keeping cognizant of the strong run the markets have had, the strong economy, and interest rates. We remain cautious and have held our 21% position in fixed income. We believe the economy and wage growth are very strong and this will lead to higher rates, possibly a 3% yield on the 10-year treasury. The new Federal Reserve chief Jerome Powell, we believe, will continue the path of his predecessor and raise interest rates 3 times in 2018...the next coming likely in March. This is good news for fixed income investors as higher rates means higher interest on new bond purchases. Although painful in the beginning, slow, rising rates is good for bond investors and we have put some capital to work as rates have risen. We also believe as we approach year-end 2018 we will see rates level out and possibly drift lower, so we continue to keep our balanced asset allocation.

We have obviously seen much volatility in all markets worldwide. While healthy for the markets considering the long run upward, it still stings a bit. Long-term, this is a natural phenomenon as the fundamentals of a strong stock market and corporate earnings have not changed. One of my favorite sayings from Benjamin Graham; the father of value investing and mentor and teacher to famed investor Warren Buffett, is "Price is what you pay; value is what you get. Whether we're talking about socks or stocks, I like buying quality merchandise when it is marked down." We will most likely get this chance in the coming months.

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

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

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

SISC GASB 45 TRUST A
Board Report - Quarter Ending 12-31-2017
Investment Consultant: Fred Bayles, Morgan Stanley/Graystone Consulting
Trustee: US Bank
Traditional Fiscal Year: July-June

Return on Investment (net of all fees & expenses)

CURRENT QUARTER: OCT-DEC 2017 3.75%
FISCAL YEAR-TO-DATE: JUL -DEC 2017 7.06%
ROLLING 4 QUARTERS: JAN 2017-DEC 2017 15.81%

BENCHMARK COMPARISON

	Morgan Stanley Moderate Growth & Income	SISC G45 Trust
Current Qtr: OCT-DEC 2017	4.06%	3.75%
Calendar YTD: JAN-DEC 2017	16.50%	15.81%

ASSET ALLOCATION

Asset Name	Industry	Asset Class	Market Value	Asset Allocation Summary %
Highmark Money Market Fund	Money Market Funds	Money Market Funds	2,993,947.06	Cash/ MMkt 1.42%
		Accrued Income	78,571.98	
		Money Market Funds Total	3,072,519.04	
Franklin Convertible Bond Fund	Convertible Bonds	Fixed Income Mutual Funds	7,007,975.64	Fixed Income 21.27%
MFS Emerging Markets Debt Fund	Emerging Market Debt	Fixed Income Mutual Funds	5,621,734.14	
Templeton Global Bond Fund	Global Bond	Fixed Income Mutual Funds	3,958,159.48	
Prudential Total Return Bond Fund	Total Return Bond	Fixed Income Mutual Funds	1,915,992.27	
Individual Corporate Bonds	Corporate Bond	Fixed Income Mutual Funds	8,890,764.36	
Individual Government Agency Bonds	Government Agency Bonds	Fixed Income Mutual Funds	1,952,620.00	
Eaton Vance Income Fund of Boston	High Yield Bond	Fixed Income Mutual Funds	3,555,284.36	
Lord Abbett Bond Debenture Fund	Investment Grade Bond	Fixed Income Mutual Funds	3,894,119.22	
PIMCO Total Return Fund	Intermediate Credit Bond	Fixed Income Mutual Funds	6,000,606.90	
Oppenheimer Senior Floating Rate Fund	Floating Rate	Fixed Income Mutual Funds	264,856.12	
Cohen Steers Preferred Securities Fund	Preferreds	Fixed Income Mutual Funds	2,889,030.38	
		Fixed Income Total	45,951,142.87	
Hartford Capital Appreciation Fund	Large Cap Blend	Equity Mutual Funds	10,541,881.18	Large Cap 26.23%
Davis NY Venture Fund	Large Cap Blend	Equity Mutual Funds	3,060,802.52	
Wells Fargo Advantage Funds Growth Fund	Large Cap Growth	Equity Mutual Funds	18,204,325.99	
MFS Value Fund	Large Cap Value	Equity Mutual Funds	14,908,205.93	
Dreyfus Strategic Value Class	Large Cap Value	Equity Mutual Funds	9,954,870.33	
		Large Cap Total	56,670,085.95	
Reinhart MC Private Market Inv	Mid Cap Value	Equity Mutual Funds	10,935,315.41	Mid Cap 9.06%
Pioneer Select Mid Cap Growth Fund	Mid Cap Growth	Equity Mutual Funds	8,635,295.57	
		Mid Cap Total	19,570,610.98	
Allianz NFJ Small Cap Value Fund	Small Cap Value	Equity Mutual Funds	2,776,129.85	Small Cap 7.59%
Invesco Small Cap Value Fund	Small Cap Value	Equity Mutual Funds	3,992,180.68	
Goldman Sachs Small/Mid Cap Growth Fund	Small/Mid Cap Growth	Equity Mutual Funds	9,636,096.29	
		Small Cap Total	16,404,406.82	
Oppenheimer International Growth Fund	Foreign Large Cap Growth	Equity Mutual Funds	12,120,089.05	International 12.82%
MFS International Value Fund	Foreign Large Cap Value	Equity Mutual Funds	12,620,779.55	
Morgan Stanley Growth Note	International Growth Note	Structured Growth Note	2,949,900.00	
		International Total	27,690,768.60	
The Campbell Fund Series A	Commodity	Managed Futures	7,711,865.35	Commodity 3.57%
		Commodity/Natural Resources Total	7,711,865.35	
Voya Real Estate Fund	Real Estate (REIT)	Equity Mutual Funds	574,207.69	REITS 0.27%
		Real Estate Total	574,207.69	
Oppenheimer Developing Markets	Diversified Emerging Markets	Equity Mutual Funds	7,720,852.31	Emerging Markets 6.83%
JP Morgan Chase Structured Growth Note	Diversified Emerging Markets	Structured Growth Note	7,035,000.00	
		Emerging Markets Total	14,755,852.31	
Goldman Sachs MLP Energy Infrastructure Class	MLP Energy Infrastructure	Equity Mutual Funds	6,390,967.65	Other 10.94%
Neuberger Berman Select Opportunities Fund	Alternatives	Private Equity	1,440,000.00	
Millennium Hedgepremier Fund	Alternatives	Hedge Fund	4,087,031.64	
Blackstone Premier Total Alternatives Fund IV	Alternatives	Private Equity	96,000.00	
Morgan Stanley Growth Note	Global Growth Note	Structured Growth Note	11,632,250.00	
		Other Total	23,646,249.29	
			Total Ending Market Value \$ 216,047,708.90	100.00%

Board Reference Material

SUBJECT TITLE: **2018 Summer School Schedule**

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the dates for 2018 summer school.

BACKGROUND INFORMATION:

In December of 2011 the Board agreed to bring back summer school to address the needs of students trying to become A-G compliant. At that time a redesigned and down-sized summer school model was approved for the summer of 2012, 2013, and 2014. Beginning in 2015 summer school with a full slate of classes for 9-12th grade students was implemented. We are proposing a similar model once again be run in the summer of 2018 to meet our student's academic needs.

SUMMER SCHOOL SCHEDULE

June 8th - Teacher Prep Day

June 11th - June 29th (15 days) 1st semester

July 4th - 6th Vacation

July 2nd & 3rd & 9th -15th (15 days) 2nd semester

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

Summer school, in this reconfigured format, directly supports Board Goal 2, "All students will graduate from high school having completed a clear pathway of A-G requirements...

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

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

Summer school traditionally operates at a cost of \$300,000.

ORIGINATOR: Paul J. Enos, Assistant Superintendent, Secondary Education

Date: March 8, 2018

Board Reference Material

SUBJECT TITLE: Board Policy (Second Reading)

REQUESTED ACTION: Adopt

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board adopt the changes detailed to BP-3553 and AR-3553 in order to comply with the “Child Fair Hunger and Fair Treatment Act of 2017.”

BACKGROUND INFORMATION:

Due to the change in law originating from SB-250, all students, regardless of eligibility status, will receive the same treatment under the National School Lunch Program.

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 some relatively small increased costs resulting from this legislation, but the amount is not yet quantifiable.

ORIGINATOR: Steven Baughman, Cafeteria Supervisor

Date: March 08, 2018

Los Banos USD

Board Policy

Free And Reduced Price Meals

BP 3553

Business and Noninstructional Operations

The Governing Board recognizes that adequate nutrition is essential to child development and learning and that some families may be unable to provide breakfast and lunch for their children. In accordance with law, the district shall provide nutritionally adequate free and reduced price meals for students whose families meet federal eligibility criteria.

The Superintendent or designee shall recommend for Board approval a plan that ensures that students eligible to receive ~~free or reduced price~~ meals and milk are not treated differently regardless of their eligibility status ~~from other students~~ or easily identified by their peers.

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

(cf. 5145.3 - Nondiscrimination/Harassment)

Upon approval of the Board, this plan shall be submitted to the California Department of Education for approval. (Education Code 49557)

All applications and records related to eligibility for the free or reduced price meal program shall be confidential except as provided by law. (Education Code 49558)

In accordance with law, the Board authorizes designated employees to use individual records pertaining to student eligibility for any free and reduced price meal program for the purpose of: (Education Code 49558)

1. Disaggregation of academic achievement data
2. Identification of students eligible for school choice and supplemental educational services in any school identified for program improvement

(cf. 0520.2 - Title I Program Improvement Schools)

(cf. 5125 - Student Records)

(cf. 6162.51 - Standardized Testing and Reporting Program)

(cf. 6171 - Title I Programs)

(cf. 6190 - Evaluation of the Instructional Program)

The Board further authorizes the release of information on the school lunch program application to the local agency that determines Medi-Cal program eligibility, provided that the student is approved for free meals and the parent/guardian consents to the sharing of information as provided by Education Code 49557.2.

(cf. 5141.6 - Student Health and Social Services)

Legal Reference:

EDUCATION CODE

48980 Notice at beginning of term
49490-49494 School breakfast and lunch programs
49500-49505 School meals
49510-49520 Nutrition
49530-49536 Child Nutrition Act of 1974
49547-49548.3 Comprehensive nutrition service
49550-49560 Meals for needy students

CODE OF REGULATIONS, TITLE 5

15510 Mandatory meals for needy students
15530-15535 Nutrition education
15550-15565 School lunch and breakfast programs

UNITED STATES CODE, TITLE 20

1232g Federal Educational Rights and Privacy Act
6301-6514 Title I programs

UNITED STATES CODE, TITLE 42

1751-1769 National lunch programs
1771-1791 Child nutrition

CODE OF FEDERAL REGULATIONS, TITLE 7

245.1-245.13 Determination of eligibility for free and reduced price meals

Management Resources:

CDE LEGAL ADVISORIES

0325.98 Education Code Section 49558 LO: 1-98

CSBA PUBLICATIONS

Healthy Food Policy Resource Guide, 2003

USDA PUBLICATIONS

Team Nutrition, Food and Nutrition Services, Changing the Scene, Improving the School
Nutrition Environment: A Guide to Local Action, 2000

WEB SITES

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

California Department of Education, Nutrition Division: <http://www.cde.ca.gov/ls/nu>

California Healthy Kids Resource Center: <http://www.californiahealthykids.org>

California Project LEAN: <http://www.californiaprojectlean.org>

U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov/cnd>

Policy LOS BANOS UNIFIED SCHOOL DISTRICT
adopted: November 9, 2006 Los Banos, California

Los Banos USD

Administrative Regulation

Free And Reduced Price Meals

AR 3553

Business and Noninstructional Operations

The district's plan for students receiving ~~free or reduced-price~~ meals shall ensure the following: (Education Code 49557)

1. The names of the students shall not be published, posted, or announced in any manner, or used for any purpose other than the National School Lunch and School Breakfast Programs, unless otherwise provided by law.
2. There shall be no overt identification of any of the students by the use of special tokens or tickets or by any other means.
3. The students shall not be required to work for their meals or for milk.
4. The students shall not be required to use a separate dining area, go through a separate entrance, or consume their meals or milk at a different time.

When more than one lunch, breakfast, or type of milk is offered, ~~the~~ all students shall have the same choice of meals or milk regardless of eligibility status in the National School Lunch Program. ~~as is available to those students who pay the full price.~~ (Education Code 49557; 7 CFR 245.8)

5. Disciplinary action of any kind shall not result in the delay or denial of prescheduled meal services.
6. No collection attempts of unpaid meal fee will be made towards the student regardless of eligibility status with the National School Lunch Program. All collection attempts will be directed towards the parent/ guardian of the pupil that carries the negative balance.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5145.3 - Nondiscrimination/Harassment)

Applications

An application form for free or reduced price meals shall be distributed to all parents/guardians at the beginning of each school year, together with information about eligibility standards, application procedures, and appeal procedures. This form and information shall also be provided whenever a new student is enrolled. A paper application or hyperlink to an online application shall be provided to a parent any time that a students account reaches a negative balance.

(Education Code 49520, 49557, 48980; 7 CFR 245.5)

(cf. 5145.6 - Parental Notifications)

Applications for free or reduced price meal programs shall be available to students at all times during the regular school day and shall contain the following statements: (Education Code 49557; 7 CFR 245.5)

1. Applications for free or reduced price meals may be submitted at any time during a school day.
2. ~~Students participating in the National School Lunch and School Breakfast Programs~~ No students will not be overtly identified by the use of special tokens, special tickets, special serving lines, separate entrances, separate dining areas, or by any other means regardless of their eligibility status within the school National School Lunch Program.

The application packet also shall contain:

1. A notification that, if a student qualifies for free or reduced price meals, then he/she may qualify for free or reduced-cost health insurance coverage
2. A request for the applicant's consent for the student, if eligible for free school lunches, to participate in the Medi-Cal program and to have the information on the school lunch application shared with the local agency that determines eligibility under the Medi-Cal program
3. A notification that the district will not forward the application to the agency that determines Medi-Cal eligibility without the parent/guardian's consent
4. A notification that the application is confidential and, with the exception of forwarding the information for use in health program enrollment, will not be shared with any other governmental agency for any purpose other than the administration of the Medi-Cal program
5. A notification that the application information will be used only by the state and local agencies that administer the Medi-Cal program and will not be shared with other government agencies, including the federal Department of Homeland Security and the Social Security Administration, except as necessary to verify information provided by the applicant
6. Information regarding the Medi-Cal program, including available services, program requirements, rights and responsibilities, and privacy and confidentiality requirements

(cf. 5141.6 - Student Health and Social Services)

Confidentiality/Release of Records

The Governing Board designates the following district employees to use individual records pertaining to student participation in the free or reduced price meal program for the purpose of

disaggregation of academic achievement data or for the identification of students in any program improvement school eligible for school choice and supplemental educational services pursuant to 20 USC 6316:

Assistant Superintendent, Educational Services
School site Principals or their designee

In using the records for such purposes, the following conditions shall be satisfied: (Education Code 49558)

1. No individual indicators of participation in the free or reduced price meal program shall be maintained in the permanent records of any student if not otherwise allowed by law.

(cf. 5125 - Student Records)

2. Information regarding individual student participation in the free or reduced price meal program shall not be publicly released.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

3. All other confidentiality provisions required by law shall be met.

4. Information collected regarding individual students certified to participate in the free or reduced price meal program shall be destroyed when no longer needed for its intended purpose.

Regulation LOS BANOS UNIFIED SCHOOL DISTRICT
approved: November 9, 2006 Los Banos, California

Board Reference Material

SUBJECT TITLE: Holiday Schedule, Management, Supervisory & Confidential

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the Holiday Schedule for 2018-19 for management, classified supervisory and confidential employees.

BACKGROUND INFORMATION:

Annually, the Board approves a holiday schedule for unrepresented employees. Attached is the schedule for 2018-19.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None.

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

None

ORIGINATOR: Dr. Mark Marshall, Superintendent

Date: March 8, 2018

LOS BANOS UNIFIED SCHOOL DISTRICT

2018-2019 HOLIDAY SCHEDULE

Wednesday, July 4, 2018	Independence Day Holiday
Thursday, July 5, 2018	Local Holiday
Monday, September 3, 2018	Labor Day
Monday, November 12, 2018	Veterans Day
Thursday, November 22, 2018	Thanksgiving Day
Friday, November 23, 2018	In Lieu of Admission Day
Monday, December 24, 2018	Local Holiday
Tuesday, December 25, 2018	Christmas Day
Tuesday, January 1, 2019	New Year's Day
Monday, January 21, 2019	Martin Luther King
Monday, February 11, 2019	Lincoln's Birthday
Monday, February 18, 2019	Washington's Birthday
Friday, April 19, 2019	Local Holiday
Monday, May 27, 2019	Memorial Day

Board Adopted:

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 **Brandman University** for the 2018-19 school year.

BACKGROUND INFORMATION:

The **Brandman 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 **Brandman 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: March 8, 2016



INTERNSHIP CONTRACT AGREEMENT

by and between

BRANDMAN UNIVERSITY

and

Los Banos Unified School District

- **Multiple Subject Internship Credential**
- **Single Subject Internship Credential**
- **Education Specialist Internship Credential**

An Internship Credential authorizes the same service at the same level as the Preliminary Credential with some exceptions. The Internship Credential is only valid in one school district or consortium under the preconditions established by State law (see Appendix A).

For this reason, interns must have a contract before a credential can be issued. Each intern candidate is to work under the direct and continuing supervision of a Brandman University Supervisor, from the Modesto Campus, and District Mentor who provides general support at the classroom level of the cooperating school. Also, the Internship Credential shall be issued initially for a two-year period and may be renewed by the Commission. (Education Code Section 44455). For renewals, please see Education Code Section 44456.

I. General Provisions

a. The UNIVERSITY agrees and verifies that:

- i. Each Intern Teacher shall have met the requirements for enrollment in its Credential Programs
- ii. Each Intern Teacher must have completed the minimum number of preservice hours of University Credential Program course work, as required by the CCTC for issuance of the Intern Credential.
- iii. Each Intern Teacher shall apply for the Internship Credential through the Teacher Accreditation Department at Brandman University, upon verification of employment from the School District.

b. The DISTRICT agrees and verifies that:

- i. The intern assumes full teaching and legal responsibility for their classroom from the first day of the teaching assignment as a paid employee of the

District for at least one academic year, subject to the District's personnel policies and State law(s).

- ii. The intern will attend department and faculty meetings and parent-teacher conferences when appropriate. No intern may coach extracurricular activities nor be required to attend meetings that present a conflict with his/her internship responsibilities at Brandman University.
- iii. The intern is expected to attend all school and district in-service training sessions whenever possible. The intern will also attend assigned District and School orientations that occur prior to the start of the school. If there is a conflict between University and District training, University meetings shall take priority during the Internship period.

II. Support and Supervision Requirements

Pursuant to California Education Code §44321, the supervision and support of interns is the responsibility of both the Commission-approved teacher preparation program and the employer. The Commission requires that each approved intern program must have a signed Memorandum of Understanding (MOU) outlining the respective responsibilities of the program and of the employer.

a. General Support and Supervision Provided to All Interns

The UNIVERSITY and DISTRICT together shall provide a minimum of 144 hours of support/mentoring and supervision to each intern teacher per school year including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies. The minimum support, mentoring and supervision provided to an intern teacher who assumes daily teaching responsibilities after the beginning of a school year shall be equal to four hours times the number of instructional weeks remaining in the school year. A minimum of two hours of support/mentoring and supervision must be provided to an intern teacher every five instructional days.

- i. The UNIVERSITY shall select supervisors that have current knowledge in their subject matter area; understand the context of public schooling; ability to model best professional practices in teaching and learning, scholarship and service; knowledge about diverse abilities, cultural, language, ethnic and gender diversity; and understanding of academic standards, frameworks, and accountability systems that drive the curriculum of public schools.
- ii. The UNIVERSITY shall provide supervision and ongoing support for a minimum of 72 hours per school year. University supervisors will conduct classroom observations a minimum of four times each term that include pre

and post observation discussions. Supervisors will maintain weekly contact with the intern to provide support related to planning, curriculum, and instruction in addition to problem solving regarding students.

- iii. The DISTRICT shall select mentor teachers who meet the following qualifications:
 - (1) valid corresponding Clear or Life credential,
 - (2) three years successful teaching experience, and
 - (3) the English Learner (EL) Authorization (if responsible for providing specified EL support).

If the mentor does not hold an EL Authorization, the district must identify an individual who does have a valid EL authorization and who is 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 to support language accessible instruction, through in-classroom modeling and coaching as needed.

- iv. The DISTRICT shall provide supervision and ongoing support for a minimum of 72 hours per school year with a minimum of two hours of support/mentoring and supervision per week. The mentor(s) role is to provide support specifically addressing issues in the intern's classroom (See Appendix B for examples of support/supervision activities). Interns without an English Language Authorization must also receive focused English Language instruction support.
- v. The UNIVERSITY shall provide orientation and training for the district mentors and university supervisors.
- vi. The University Supervisor and District Mentor shall meet together regularly with the intern to ensure the intern is following the California Teaching Performance Expectations.
- vii. The UNIVERSITY shall monitor the completion of university and employer-provided support/mentoring to ensure that interns teachers are receiving the minimum 144 hours of mentoring via forms submitted by the interns in LiveText.
- viii. The District Mentor and site administrator shall participate in surveys that provide feedback to the university regarding the internship experience.

b. Support and Supervision Specific to Teaching English Learners

The following additional support/mentoring and supervision shall be provided to an intern teacher who enters the program without a valid English learner authorization listed on a previously issued multiple subject, single subject, or

education specialist instruction teaching credential; a valid English learner or Cross-cultural, Language and Academic Development (CLAD) authorization:

- i. The UNIVERSITY shall provide 45 hours of support/mentoring and supervision per school year, including in-classroom coaching, specific to the needs of English learners. The minimum support/mentoring and supervision provided to an intern teacher who assumes daily teaching responsibilities after the beginning of a school year shall be equal to five hours times the number of months remaining in the school year. The support/mentoring and supervision should be distributed in a manner that sufficiently supports the intern teacher's development of knowledge and skills in the instruction of English learners.
- ii. The DISTRICT shall identify an individual who will be immediately available to assist the intern teacher 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. The identified individual may be the same mentor assigned pursuant to section I above provided the individual possesses an English learner authorization and will be immediately available to assist the intern teacher. (See Appendix B for examples of support/supervision activities).
- iii. An individual who passes the California Teaching of English Learner (CTEL) examinations prior or subsequent to the issuance of the intern credential may be exempted from the additional 45 hours of support/mentoring and supervision specific to the needs of English learners.
- iv. The UNIVERSITY shall monitor the completion of university and employer-provided support/mentoring to ensure that interns teachers are receiving the minimum 45 hours of support/mentoring specific to the needs of English learners via forms submitted by the interns in LiveText.

III. THE PARTIES MUTUALLY AGREE

- A. The parties mutually agree each shall provide and maintain commercial general liability insurance or self-insurance acceptable to both parties in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Agreement. Each Certificate of Insurance shall specify that should any above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- B. The UNIVERSITY agrees to indemnify, hold harmless, and defend the DISTRICT, its agents and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the DISTRICT because of bodily injury

to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents or employees.

The DISTRICT agrees to indemnify, hold harmless, and at the University's request, defend the UNIVERSITY, its agents and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the University because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with the Agreement, and due or claimed to be due to the negligence of the DISTRICT, its agents or employees.

- C. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- D. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- E. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK INFORMATION:	SITE	CONTACT	UNIVERSITY INFORMATION:	CONTACT
Los Banos Unified School District 1717 South 11th Street Los Banos, CA 93635 Attn: Rochelle Creighton, Personnel Tech Tel: (209) 826-3801			Brandman University 16355 Laguna Canyon Road Irvine, CA 92618 Attn: School of Education, Dean Fax: (800) 775-0128	

- F. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- G. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.

- H. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- I. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

IV. TERM AND TERMINATION OF AGREEMENT

Brandman University and the Los Banos Unified School District, agree to all the conditions of this Internship Contract Agreement as outlined above, to be effective on June 15, 2018, and continuing until June 14, 2020 (2-year maximum). This agreement may be terminated and the provisions of this agreement may be altered, changed or amended by mutual consent of both parties upon sixty (60) days written notice.

SIGNATURES:


**DISTRICT
REPRESENTATIVES:**

Signature: _____
Name: _____
Title: Superintendent
Date: _____

Signature: _____
Name: _____
Title: Human Resources
Date: _____

UNIVERSITY:

Signature: _____
Name: Phillip L. Doolittle
Title: Executive Vice Chancellor of Finance and
Administration and Chief Financial Officer
Date: _____

Signature:  _____
Name: Dr. Christine Zeppos
Title: Dean, School of Education
Date: _____

APPENDIX A

Preconditions Established for Internship Programs

For initial program accreditation and continuing accreditation by the Committee on Accreditation, participating districts and universities must adhere to the following requirements of state law or Commission policy.

- (1) **Bachelor's Degree Requirement.** Candidates admitted to internship programs must hold baccalaureate degrees or higher from a regionally accredited institution of higher education. Reference: Education Code §§44325, 44326, 44453.
- (2) **Subject Matter Requirement.** Each Multiple Subject intern admitted into the program has passed the Commission-approved subject matter examinations(s) for the subject area(s) in which the Intern is authorized to teach, and each Single Subject intern admitted into the program has passed the Commission-approved subject matter examination(s) or completed the subject matter program for the subject areas(s) in which the Intern is authorized to teach. Reference: Education Code § 44325(c) (3).
- (3) **Pre-Service Requirement.**
 - (a) Each Multiple and Single Subject Internship program must include a minimum of 120 clock hour (or the semester or quarter unit equivalent) pre-service component which includes foundational preparation in general pedagogy including classroom management and planning, reading/language arts, subject specific pedagogy, human development, and teaching English Learners.
 - (b) Each Education Specialist Internship program includes a minimum of 120 clock hour (or the semester or quarter unit equivalent) pre-service component which includes foundational preparation in pedagogy including classroom management and planning, reading/language arts, specialty specific pedagogy, human development, and teaching English Learners.
- (4) **Professional Development Plan.** The employing district has developed and implemented a Professional Development Plan for interns in consultation with a Commission-approved program of teacher preparation. The plan shall include all of the following:
 - (a) Provisions for an annual evaluation of the intern.
 - (b) A description of the courses to be completed by the intern, if any, and a plan for the completion of preservice or other clinical training, if any, including student teaching.
 - (c) Additional instruction during the first semester of service, for interns teaching in kindergarten or grades 1 to 6 inclusive, in child development and teaching methods, and special education programs for pupils with mild and moderate disabilities.
 - (d) Instruction, during the first year of service, for interns teaching children in bilingual classes in the culture and methods of teaching bilingual children, and instruction in the etiology and methods of teaching children with mild and moderate disabilities.

(5) **Supervision of Interns.**

(a) In all internship programs, the participating institutions shall provide supervision of all interns.

(b) University Intern Programs only: No intern's salary may be reduced by more than 1/8 of its total to pay for supervision, and the salary of the intern shall not be less than the minimum base salary paid to a regularly certificated person. If the intern salary is reduced, no more than eight interns may be advised by one district support person. Reference: Education Code § 44462. Institutions will describe the procedures used in assigning supervisors and, where applicable, the system used to pay for supervision.

(6) **Assignment and Authorization.** To receive program approval, the participating institution authorizes the candidates in an internship program to assume the functions that are authorized by the regular standard credential. Reference: Education Code § 44454. The institution stipulates that the interns' services meet the instructional or service needs of the participating district(s). Reference: Education Code § 44458.

(7) **Participating Districts.** Participating districts are public school districts or county offices of education. Submissions for approval must identify the specific districts involved and the specific credential(s) involved. Reference: Education Code §§ 44321 and 44452.

(8) **Early Program Completion Option.** Each intern program must make available to candidates who qualify for the option the opportunity to choose an early program completion option, culminating in a five year preliminary teaching credential. This option must be made available to interns who meet the following requirements:

- (a) Pass a written assessment adopted by the commission that assesses knowledge of teaching foundations as well as all of the following:
 - Human development as it relates to teaching and learning aligned with the state content and performance standards for K-12 students
 - Techniques to address learning differences, including working with students with special needs
 - Techniques to address working with English learners to provide access to the curriculum
 - Reading instruction in accordance with state standards
 - Assessment of student progress based on the state content and performance standards
 - Classroom management techniques
 - Methods of teaching the subject fields
- (b) Pass the teaching performance assessment. This assessment may be taken only one time by an intern participating in the early completion option.
- (c) Pass the Reading Instruction Competence Assessment (RICA) (Multiple Subject Credential only).

- (d) Meet the requirements for teacher fitness.

An intern who chooses the early completion option but is not successful in passing the assessment may complete his or her full internship program. (Reference: Education Code § 44468).

- (9) **Length of Validity of the Intern Certificate.** Each intern certificate will be valid for a period of two years. However, a certificate may be valid for three years if the intern is participating in a program leading to the attainment of a specialist credential to teach students, or for four years if the intern is participating in a district intern program leading to the attainment of both a multiple subject or a single subject teaching credential and a specialist credential to teach students with mild/moderate disabilities. Reference: Education Code § 44325 (b).
- (10) **Non-Displacement of Certificated Employees.** The institution and participating districts must certify that interns do not displace certificated employees in participating districts.
- (11) **Justification of Internship Program.** When an institution submits a program for initial or continuing accreditation, the institution must explain why the internship is being implemented. Programs that are developed to meet employment shortages must include a statement from the participating district(s) about the availability of qualified certificated persons holding the credential. The exclusive representative of certificated employees in the credential area (when applicable) is encouraged to submit a written statement to the Committee on Accreditation agreeing or disagreeing with the justification that is submitted.
- (12) **Bilingual Language Proficiency.** Each intern who is authorized to teach in bilingual classrooms has passed the language proficiency subtest of the Commission-approved assessment program leading to the Bilingual Crosscultural Language and Academic Development Certificate. Reference: Education Code Section 44325 (c).

APPENDIX B

Support and Supervision Activities

Potential Support & Supervision Activities to be Provided by the District
Demonstration Lessons and/or Co-teaching activities with mentor
Classroom Observations and Coaching*
Content Specific Coaching (for example: math coaches, reading coaches, EL coaches*)
Grade Level or Department Meetings related to curriculum, planning, and/or instruction
New Teacher Orientation
Coaching (not evaluation) from Administrator
Co-planning with Special Educator or EL expert to address included special needs students and/or English learners*
Logistical help before and during school year (bulletin boards, seating arrangements, materials acquisition, parent conferences, etc.)
Review/discuss test results with colleagues (CELDT and standardized tests)*
Activities/workshops specifically addressing issues in the intern's classroom—co-attended by intern and mentor(s)
Intern Observations of other teachers and classrooms including observations of SDAIE/ELD lessons*
Support & Supervision Activities Provided through the University
Classroom Observations and Coaching*
Weekly Online Seminars (problem solving issues with students, curriculum, instruction, TPEs, etc.) including EL support*
Weekly Contact with Supervisors via email, phone (voice, text), and/or video conferencing
Intern Observations of other teachers and classrooms including observations of SDAIE/ELD lessons*

**May also be used towards the 45-hour EL Support & Supervision Requirement.*

Board Reference Material

SUBJECT TITLE: **Agreement: School Services of California**

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board renew the contract with School Services of California, Inc. to provide assistance regarding issues of school finance, legislation, school budgeting, and general fiscal issues.

BACKGROUND INFORMATION:

School Services of California serves most of California's school districts in meeting their management, governance, and fiscal responsibilities. The firm's primary mission is the effective administration of California's public schools, while playing an integral role in the development and implementation of education policy at both the state and local levels.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This is operational and not related to a specific goal.

ALTERNATIVES/IDENTIFIED OPPOSITION:

No alternatives identified.

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

\$3,120 for the period of January 1, 2018 through December 31, 2018, and has been included in our adopted budget.

ORIGINATOR: Don Laursen, Assistant Superintendent-Administrative Services
Date: March 8, 2018



1121 L Street

Suite 1060

Sacramento

California 95814

TEL: 916 . 446 . 7517

FAX: 916 . 446 . 2011

www.sscal.com

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Company*

MEMORANDUM

November 15, 2017

TO: Don Laursen, CBO
Los Banos Unified School District

FROM: John D. Gray
President

It has been a pleasure to provide Los Banos Unified School District our Fiscal Budget Services during the past year. We value our relationship and appreciate the continued confidence that you and your staff have expressed in School Services of California, Inc. (SSC).

Our current contract expires on December 31, 2017. Anticipating your desire to continue our services, we have enclosed a proposed renewal Agreement. We are also offering the option to include our CADIE (Comparative Analysis of District Income and Expenditures) and SABRE (Salary and Benefit Reports) products as part of this contract. If you wish to include any of these services, please complete and sign the attached Addendum A, indicate the services desired, and return with your contract renewal. Any questions regarding the CADIE or SABRE should be directed to Kathe Sadler, Data Specialist.

To activate our Agreement, please sign the contract (and the Addendum, at your discretion), and return the original (or scan and e-mail to Carol Wolfe at CarolW@sscal.com) to our office for final processing. So that we may continue to give you the best possible service, it would be helpful if we could have the Agreement returned by December 31, 2017. If you are unable to return it by this date, please contact our accounting department. Please note that this contract reflects a modest price increase above the current year.

If you have any questions or need additional information, please give me a call at (916) 446-7517.

AGREEMENT FOR SPECIAL SERVICES
Fiscal Budget Services

This is an agreement between the **LOS BANOS UNIFIED SCHOOL DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA, INC.**, hereinafter referred to as "Consultant," entered into as of January 1, 2018.

RECITALS

WHEREAS, the Client needs assistance regarding issues of school finance, legislation, school budgeting, and general fiscal issues; and

WHEREAS, the Consultant, is professionally and specially trained and competent to provide these services; and

WHEREAS, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

NOW, THEREFORE, the parties to this Agreement do hereby mutually agree as follows:

1. Consultant agrees to perform such duties relating to issues of school finance, including:
 - a. Delivery of "one copy" of each edition of the *Fiscal Report* containing information on issues of school finance, budgets, or practices that impact school district fiscal policies, and one copy of the *Analysis of the Governor's Proposals for the State Budget and K-12 Education*
 - b. Option of receiving information on Consultant's website regarding major school finance and policy issues
 - c. An analysis of all major school finance/fiscal legislation and reports on its legislative/executive branch progress
 - d. Eight (8) hours of service annually as the Client directs on fiscal issues, including: analysis of specific revenue or expenditure issues, analysis of specific legislative or regulatory issues, and a "quick query" service to provide telephone response to specific fiscal questions of the Client.

Services for which the base service hours may not be used, include: mandate questions, Client-specific economy, efficiency, or management consulting services, including, but not limited to, efficiency or management studies, demographic or school facility studies; special education studies; fiscal health analysis, and/or an in-depth budget review, direct collective bargaining or factfinding assistance; legislative representation or advocacy; fiscal analysis for purposes of collective bargaining, appearance as an expert witness, provision of depositions or declarations for district legal issues; major customized research projects or studies; or, on-site speeches or presentations.

- e. Preliminary school district revenue calculation using the online tools available on the Consultant's website for use in determining the projected revenue funding level soon after the budget is adopted based on the major annual school finance legislation

- f. Participation at the Consultant's school finance conferences and workshops at the Consultant's client rate
2. The Client agrees to pay to Consultant for services rendered under this Agreement:
 - a. \$3,120 annually, plus expenses, or payable at \$260 per month, plus expenses, for the services listed in Item 1 above, upon billings from Consultant
 - b. For all requested services in excess of eight (8) direct service hours as indicated in Item 1d above in a 12-month period, the applicable hourly rate for the person(s) performing the services shall apply
 - c. "Hours" are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client's site
 - d. "Expenses" are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials
3. The term of this contract shall be for the period of one year, beginning January 1, 2018, and terminating December 31, 2018. Agreement may be terminated prior to December 31, 2018 by either party on thirty (30) days' written notice. In the event that the Client elects to terminate services at the end of the Agreement, the Client shall give a 30-day written notice of nonrenewal. Consultant will provide continuing services for 90 days after the expiration date of the Agreement or until the Client provides written notice. The Client is responsible for these accrued charges and Consultant may bill these additional days. In case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation under Item 2 above.
4. It is expressly understood and agreed to by both parties that Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below:

BY: _____

DATE: _____

Print Name

Job Title

Los Banos Unified School District

BY:  _____

DATE: November 15, 2017

JOHN D. GRAY

President

School Services of California, Inc.

Board Reference Material

SUBJECT TITLE: **Student Teaching and School Administration Field Experience Agreement**

REQUESTED ACTION: Approve

 Action X

 Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the Student Teaching and School Administration Field Experience Agreement with California State University, Stanislaus for the 2018-19 school year.

BACKGROUND INFORMATION:

The agreement between California State University, Stanislaus and Los Banos Unified School District provides students in both the student teaching and school administration programs practice opportunities under the direct supervision of teaching/administrative personnel authorized to provide such guidance.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

ALTERNATIVES/IDENTIFIED OPPOSITION:

None.

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

None.

ORIGINATOR: Tammie Calzadillas, Ed.D., Assistant Superintendent Human Resources
Date: March 8, 2018



PROCUREMENT

February 19, 2018

Los Banos Unified School District
1717 South 11th Street
Los Banos, CA 93635

RE: California State University, Stanislaus Student Teaching and School Administration
Field Experience Agreement

Dear Mark Marshall,

Enclosed is a Student Teaching and School Administration Field Experience Agreement, covering August 1, 2018, through July 31, 2019 with additional four (4) one-year renewal options. This agreement provides for placement of university students throughout the Los Banos Unified School District.

Please sign and scan back the signed agreement. The Certifications section needs to be completed if board approval is required by your school system. We can accept electronic signatures and if you can also, please sign and return to us electronically to JMAnderson@csustan.edu.

If you have questions regarding placement of student teachers, please direct them to Julie Magaña in the College of Education at (209) 667-3230.

If you have questions regarding this agreement please contact me at (209) 664-6592.

Sincerely,

A handwritten signature in black ink that reads 'Julie Anderson'. The signature is fluid and cursive, with a long horizontal line extending from the end.

Julie Anderson
Procurement Services

**CALIFORNIA STATE UNIVERSITY, STANISLAUS
STUDENT TEACHING AND SCHOOL ADMINISTRATION FIELD EXPERIENCE AGREEMENT**

THIS AGREEMENT entered into by and between the State of California through the Trustees of The California State University on behalf of the State University, noted below, all of which are hereinafter called State or State University, and the School District, noted below, hereinafter called the District:

WITNESSETH

WHEREAS, the District is authorized to enter into agreements with the State, to provide teaching experience through practice teaching to students enrolled in teacher training curricula of the State University; and practice in school administration for students enrolled in administrator training.

WHEREAS, it is to the mutual benefit of the parties hereto that one or more students of the University's Teacher Training Program and school administrator training program use the facilities of the District for their student teaching experience or school administration experience;

NOW, THEREFORE, it is mutually agreed between the State and the District as follows:

SPECIAL PROVISIONS

PARTIES:

Trustees of the California State University California State University, Stanislaus One University Circle Turlock, California 95382	Los Banos Unified School District 1717 South 11 th Street Los Banos, CA 93635
--	--

TERM: August 1, 2018 through July 31, 2019 with additional four (4) one-year renewals

GENERAL TERMS

1. The District shall provide to State University students teaching experience and/or school administration experience through practice teaching and practice in school administration in schools and classes of the District. Such practice teaching and/or practice in school administration shall be provided in such schools or classes of the District, and under the direct supervision and instruction of such employees of the District, as the District and the State through their duly authorized representatives may agree upon.

The District may, for good cause, refuse to accept for practice teaching or practice in school administration any student of the State University assigned to practice teaching or practice in school administration in the District, and upon request of the District, made for good cause, the State shall terminate the assignment of any student of the State University to practice teaching or practice in school administration in the District.

"Practice teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District holding valid life diplomas or credentials issued by the State Board of Education, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

2. An assignment of a student of the State University to practice teaching or practice school administration in schools or classes of the District shall be, at the discretion of the University, for approximately sixteen (16) weeks for the Multiple Subject and Education Specialist programs, and full public school academic year for the Single Subject program, and school administration program but a student may be given more than one assignment by the State University to practice teaching or school administration in such schools or classes.

The assignment of a student of the State University to practice teaching in the District shall be deemed to be effective for purposes of this agreement as of the date communicated by the University to the proper authorities of the District but not earlier than the date of such assignment.

3. The parties agree that District is not to assume nor shall it assume by this agreement any liability under the California Worker's Compensation Insurance and Safety Act for, by or on behalf of any University students while students are on the premises of the District or while performing any duty whatsoever under the terms of this agreement or while going to or from any of District's facilities.

The University shall inform each student regarding the lack of coverage for Worker's Compensation Insurance by either party.

4. The term of this agreement shall be for a period one (1) year and shall be renewed automatically for additional periods of one (1) year up to a total of four (4) additional years; provided however, it may be terminated by either party after giving the other party thirty days advance written notice of its intention to so terminate; provided further, however, that any such termination by the District shall not be effective at the election of the University, as to any who at the date of mailing of said notice by the District was participating in said program until such student has completed the program for the then current academic year.
5. The District shall not employ discriminatory practices in its selection of students and in its Performance hereunder on the basis of sex, sexual orientation, race, color, ancestry, ethnicity, religious creed, national origin, disability (including HIV and AIDS), medical condition, age marital status, and denial of family care leave.
6. The District agrees to indemnify, defend, and save harmless the State of California, the Trustees of The California State University, the Chancellor, California State University, Stanislaus and their Auxiliaries, employees, officers, directors, volunteers, representatives, and agents of each of them (collectively "University") from any and all loss, damage, or liability that may be suffered or incurred by University, caused by, arising out of, or in any way connected with the performance of this Agreement.

The University agrees to indemnify, defend, and save harmless the employees, officers, directors, volunteers, representatives, and agents of them (collectively "District") from any and all loss, damage, or liability that may be suffered or incurred by District, caused by, arising out of, or in any way connected with the performance of this Agreement.

This agreement may at any time be altered, changed, or amended by mutual agreement of the parties in writing.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto as of the written date.

Trustees of the California State University
California State University, Stanislaus

By: _____ Date: _____
Darrell Haydon
Vice President for Business & Finance

Los Banos Unified School District

By: _____ Date: _____

Print Name: _____

Title: _____

CERTIFICATION

I, the duly appointed and acting Clerk or Secretary of the Governing Board of the School District listed below, do hereby certify that the following is a true and exact copy of a portion of the Minutes of the regular meeting of said Board held on

Month Day Year

"It was moved, seconded and carried that the attached contract with the Trustees of the California State University, whereby the University may assign students to the schools in the School District for practice teaching and practice in school administration, be approved; and the _____ is hereby authorized to execute the same."

Los Banos Unified School District

By: _____
(Clerk/Secretary of the Board of Trustees)

Board Reference Material

SUBJECT TITLE: **Wide Area Network Agreement**

REQUESTED ACTION: Approve

Action X

Discussion/Information _____

RECOMMENDATION:

It is recommended the Board approve the agreement with AT&T for Wide Area Network services. AT&T was low bid. The District is upgrading our current network circuits going to MSE and MCOE since they are becoming saturated. This is a month to month agreement for 1 year.

BACKGROUND INFORMATION:

The District is upgrading the existing fiber circuit at MSE to 1 Gbps. In addition, a new 10 Gbps fiber circuit will be installed at MCOE which provides the District with Internet services. These circuits from AT&T are needed to provide cost-effective network bandwidth to support staff and student use of technology in the classroom.

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 financial impact will be \$4,706.00 annually, after E-Rate discounts, to be paid from the Information Systems Department Budget.

ORIGINATOR: Garth Gomes, Information Systems Manager

Date: March 8, 2018

CALNET 3 - Month to Month

Address	Product	Service Description	Quantity	Unit price	Monthly Recurring	Non Recurring
16570 S MERCEY SPRINGS RD, LOS BANOS, CA	ATT Switched Ethernet Service - ALL	1000Mb CIR / Interactive - Basic Only / R6EZC / Retail - GEM	1	\$ 1,042.94	\$ 1,042.94	\$ -
763 J, LOS BANOS, CA 93635 to 450 W 18TH, MRCD, CA 95340	ATT Dedicated Ethernet Service (ADE) - Standard - ALL	Port Connection / 10 GE LAN-PHY / EYXCX-EYFNX	2	\$ 1,439.10	\$ 2,878.20	\$ -
Total				\$	3,921.14	\$ -

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 Los Banos Junior High School MESA students to participate in the MESA Day Regional Competition at UC, Santa Barbara on April 21, 2018.

BACKGROUND INFORMATION:

The number of students that travel to UC, Santa Barbara for the MESA Day Regional Competition on April 21st will be determined by how many qualify at the MESA Day Preliminary Competition at CSU, Fresno on March 10, 2018. Students will be accompanied by the LBJH MESA advisor and LBJH staff to the Regional competition at UC, Santa Barbara. Departure from Los Banos will be on April 20, 2018 with a late night return on April 21, 2018.

ALTERNATIVES/IDENTIFIED OPPOSITION:

None Identified.

SPECIFIC FINANCIAL IMPACT:

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 State MESA Center typically will pay for all travel expenses to the regional competition, but in the event that the Fresno MESA Center is unable to secure transportation or cover all transportation costs, LBJH may be responsible for providing district transportation for all LBJH students and staff to attend the regional competition at UC, Santa Barbara. If MESA Fresno State is unable to secure charter busses or cover the transportation costs, LBJH will provide district transportation and reach a mutual agreement with the Fresno MESA Center in regards to all other costs associated with the overnight trip to the MESA regional competition.

ORIGINATOR: Deo Brasil- Principal, LBJHS and Valentina Mascorro-MESA Advisor, LBJHS
Date: March 8, 2018

Board Reference Material

SUBJECT TITLE: **Administrator Out-of-State Travel**

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve travel for Eric Sowersby to attend the Kagan Instructional Leadership Academy in Orlando, Florida, July 9 – 13, 2018.

BACKGROUND INFORMATION:

By attending the conference, Mr. Sowersby will have the opportunity to attend a five-day institute that has been created for leaders who have embraced the challenge of engaging ALL students. Explore qualities and skill sets of effective leadership. Gain a broader and deeper understanding of the basic principles of cooperative learning. Learn tools that can be used to systematically lead a school or district toward increasing achievement of all children. Topics that will be addressed during the course of the academy include the following: implementation rubrics, Structure-A-Month Clubs, walk-through observations, parent education, formal support systems, policy development, lesson planning, and barriers to implementation.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS:

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None identified

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

The financial impact is as follows. The conference fund will be paid out of Supplemental Concentrative Grant and the remainder will be paid out of Lottery.

Kagan Conference: \$999 ~ Supplemental Concentrative Grant

Travel, Food, & Hotel: \$3,000 ~ Lottery

ORIGINATOR: Eric Sowersby, Principal, Mercey Springs Elementary School
Date: March 8, 2018

Board Reference Material

SUBJECT TITLE: NAEA National Convention

REQUESTED ACTION:

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve overnight, out-of-state travel for Los Banos High School Art Instructor Joshua Danner to attend a conference in Seattle, Washington on March 22-24, 2018.

BACKGROUND INFORMATION:

The 2018 National Art Education Association (NAEA) Convention is a Professional Development Activity necessary for proper and efficient teaching by the instructor in his Art classes at Los Banos High School. The conference provides a wide variety of workshops, professional development, and speakers on the cutting edge of technology, design and art education.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

- Tools and strategies that include best practices and the effective integration of technology into classrooms.
- Access to local resources in order to develop responsible citizens who participate in and care for their community.

ALTERNATIVES/IDENTIFIED OPPOSITION:

None are identified.

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

There is no financial impact to the District; the trip is sponsored by the Los Banos Teachers' Association.

ORIGINATOR: Veli Gurgen, Principal, Los Banos High School
Date: March 8, 2018

Board Reference Material

SUBJECT TITLE: **Travel, Pacheco High School MESA Competition**

REQUESTED ACTION: Overnight Field Trip Approval

Action_____

Discussion/Information___X___

RECOMMENDATION:

Pacheco High School MESA Representatives will participate in the MESA Regional Competition held at UC Santa Barbara on April 21, 2018. We are requesting approval for an overnight stay near UC Santa Barbara on April 20, 2018 for the Advisors and qualified students.

BACKGROUND INFORMATION:

Each year MESA students from PHS qualify and attend the MESA Regional Competition. This year the competition will be held at UC Santa Barbara. This event is held for the top three competition teams for each project that the MESA program holds on a yearly basis. The teams compete in eight different projects and most are split 9th & 10th grade and 11th & 12th grade levels. This year we already have 10 students qualified for Regionals. Eight are qualified through the National Engineering Design Challenge and an additional two are qualified for the Greenfoot video game design project. All other qualifiers will be named at the MESA Day Preliminary Competition, which will be held March 10, 2018 at CSU Fresno.

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

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

Use of a shared District bus and driver for the two days to attend the competition.

ORIGINATOR: Dan Sutton, Principal, Pacheco High School.

Date: March 8, 2018

Board Reference Material

SUBJECT TITLE: **Student Overnight Travel**

REQUESTED ACTION: Approve

 Action X Discussion/Information _____

RECOMMENDATION:

It is recommended that the Board approve overnight travel for the Los Banos High School Marching Band and Color Guard to perform at Knott's Berry Farm in Buena Park, CA on April 5-7, 2018.

BACKGROUND INFORMATION:

This is a non-competitive performance/recreational outing. Special trips such as this have been shown to increase interest in the band program and boost membership. Students will travel to Buena Park on Thursday, April 5 and attend a dinner at Pirate's Dinner Adventure. They will perform at Knott's Berry Farm on Friday, April 6 and enjoy use of the park the rest of the day. On Saturday, April 7, they will tour the Tom's Shoe Factory and get a chance to make their own shoes, and then return home to Los Banos.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None identified.

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

All hotel and food costs will be met by students and their parents. Limited assistance is available from the Band Foundation for struggling families. Should transportation costs exceed the Band's budget, it is expected that the Band Foundation will cover the excess.

ORIGINATOR: Veli Gugen, Principal, Los Banos High School
Date: March 8, 2018

Board Reference Material

SUBJECT TITLE: **Student Overnight Travel**

REQUESTED ACTION: Approve

Action X

Discussion/Information _____

RECOMMENDATION:

It is recommended the Board approve Mr. Rogelio Garibay Ochoa, parent chaperones, and students of the Pacheco High School Band and Guard to travel to Southern California for the Hollywood Heritage Festival at CSU Northridge and for a two day visit to Universal Studios, Hollywood on April 6th – 8th, 2018. We will be staying at the Warner Center Marriot Woodland Hills Hotel in Woodland Hills, CA.

BACKGROUND INFORMATION:

Under the direct supervision of Mr. Garibay Ochoa and 4 parent chaperones, 44 members of the PHS Band and Guard will travel by charter bus for this 2 night, 3 day festival/trip.

This festival/trip is for concert bands, jazz bands, choirs and percussion groups throughout California. Students will have an opportunity to perform in the performance hall at CSU Northridge and receive a half hour clinic from one of the festival adjudicators. The students will receive a 2-day pass to Universal Studios Hollywood. We will have two group dinners in Universal City Walk (Hard Rock Café and Bubba Gumps). The students will be able to spend time in the park on Friday evening and all day Saturday. Heritage Festivals will also host an awards ceremony in Universal Studios for all groups that participated in the two-day festival.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None.

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

The festival registration was paid from the school Music Budget. All other activities and accommodations will be paid for by fundraising and student contributions.

ORIGINATOR: Mr. Daniel Sutton, Principal, Pacheco High School
Date: March 8, 2018

Board Reference Material

SUBJECT TITLE: **Obsolete Books**

REQUESTED ACTION: Declare specific Library and Textbooks obsolete and dispose of consistent with BP 3270

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board declare specific library books and textbooks obsolete and dispose of consistent with BP 3270.

BACKGROUND INFORMATION:

Under Board Policy #3270 the Board may declare instructional materials obsolete and dispose of them in a number of prescribed ways.

Los Banos High School 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)

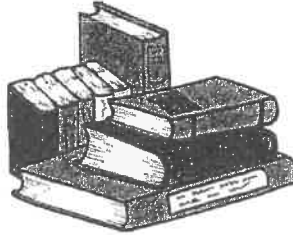
Any organization, agency or institution receiving obsolete instructional materials from the district shall certify to the Board that it agrees to use the materials for educational purposes and make no charge to any persons to whom the materials are given or lent. (Education Code 60511)

ORIGINATOR: Paula Mastrangelo, Assistant Superintendent, Elementary Education
DATE: March 8, 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: February 23, 2018

Signature: Mary Accardo

Site: LBHS

Site Principal: [Signature] 2/23/18
Date

Paula Mastrangelo: Paula Mastrangelo 2/28/18
Date

LBUSD Board of Trustees: _____
Date



The Practice of Statistics

Details



Daniel S. Yates; David S. Moore; Daren S. Starnes

ISBN: 0-7167-4773-1 \$91.00

W.H. Freeman and Company 2003 2nd/2003

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