

POSTED: 3-30-17

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

**LOS BANOS UNIFIED SCHOOL DISTRICT
GOVERNING BOARD OF EDUCATION
REGULAR MEETING
Los Banos City Council Chambers
520 J Street – Los Banos, CA 93635
Thursday, April 6, 2017
6:00 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-Soares	Marlene Smith
Ray Martinez	Bailey Allen

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

1. Conference with Labor Negotiator (Section 54957.6) Agency Negotiators: Dean Bubar, Tammie Calzadillas, Paul Enos and Paula Mastrangelo; Employee Organization: CSEA (No action).
2. Student Discipline: Cases #8182215358, #9139522511, #3169490297, #5503434, #9174250271, #4170980610, #4328038067, #5510064 (Action)

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

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF AGENDA

Motion by _____ Seconded by _____
Proposed Action: Approve Agenda

V. **PUBLIC HEARING**

Public Presentations:

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

General Public Comment:

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

Public Comment on Agenda Items:

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

VI. **RECOGNITION/INTRODUCTIONS**

1. Bailey Allen, LBHS Student Representative, will be recognized for her service on the Board.
2. District Autism Awareness Month
3. District Pentathlon Award Winners will be introduced

VII. **REPORTS**

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

VIII. **OLD BUSINESS**

IX. **NEW BUSINESS**

- A. Employee & Volunteer Recognition (Page 6)

5 Min.

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

1. #05-17, Volunteer Recognition Week, April 23-29, 2017
2. #06-17, Day of the Teacher, May 10, 2017
3. #07-17, Classified School Employees' Week, May 21-27, 2017

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

B PERS Golden Handshake – Classified Employees (Page 10) **5 Min.**

It is recommended that the Board hold a public hearing to disclose the estimated PERS Golden Handshake costs and adopt Resolution 08-17 to open a PERS Golden Handshake window period for eligible classified employees.

Open Public Hearing _____
Adopt Resolution _____

Motion By _____ Seconded By _____

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

C. Disclosure of Collective Bargaining Agreement-CSEA (Page 12) **5 Min.**

It is recommended the Board hold a public hearing and approve the Disclosure of Collective Bargaining Agreement.

- 1. Open Public Hearing _____
- 2. Close Public Hearing _____

Motion By _____ Seconded By _____

Proposed Action: Approve

D. Textbook Adoption (Page 17) **5 Min.**

It is recommended the Board hold a public hearing and adopt the following textbooks:

- A. *El Espanol Para Nosotros*
- B. *El Mundo 21 hispano*

- 1. Open Public Hearing _____
- 2. Close Public Hearing _____

Motion By: _____ Seconded By: _____

Proposed Action: Adopt

X. **CONSENT CALENDAR**

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

Motion By _____ Seconded By _____

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

- A. Approval of Minutes
 - 1. Regular Meeting, March 9, 2017 (Page 26)

- B. Personnel Actions
 - 1. Report of Certificated Employment (Page 31)
 - 2. Report of Classified Employment (Page 32)

C. Certificated Contracts, 2017-18 (Page 33)

It is recommended the Board approve a list of certificated staff to be offered contracts for 2017-18.

D. Permanent Employee Status 2017-18 (Page 44)

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

E. Monthly Fiscal Report (Page 46)

The monthly Fiscal Report is provided for informational purposes.

F. Williams Complaint Summary (Page 54)

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

G. Donation (Page 56)

It is recommended the Board approve the donation monetary donation of \$150 from Rachel Barcellos/A-Bar Ag Enterprises to Los Banos Junior High School.

H. Los Banos Junior High School Film List (Page 58)

It is recommended the Board approve the addition of the movie "*McFarland*", "*4 Minute Mile*", "*Christa McAuliffe: Reach for the Stars*" to the Los Banos Junior High School film list.

I. Contracts/Agreements

1. MCOE, Jack L. Boyd Outdoor School (WUES) (Page 62)
2. MCOE, Jack L. Boyd Outdoor School (LFE) (Page 71)
3. MCOE, Jack L. Boyd Outdoor School (VE) (Page 80)
4. Agreement, MCOE and PHS Culinary Arts Classroom (Page 89)

J. Overnight/Out-of-State Travel

1. WUES 6th Graders, Jack L. Boyd Outdoor School, Oct. 9- 13, 2017 (Page 95)
2. LFE 6th Graders, Jack L. Boyd Outdoor School, May 14-18, 2018 (Page 96)
3. VE 6th Graders, Jack L. Boyd Outdoor School, Oct. 2-6, 2017 (Page 97)
4. MSE 6th Graders, Jack L. Boyd Outdoor School, Oct. 2-6, 2017 (Page 98)
5. LBJH Teacher, CSADA Conference, Reno, NV April 20-23, 2017 (Page 99)
6. VE Teacher, Love and Logic Conference, Vail, Colorado June 19-21, 2017 (Page 100)

K. Disposal of Obsolete Equipment (Page 101)

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

L. Approval/Ratification of Warrants

XI. **REPORTING CLOSED SESSION ACTION**

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

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

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

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

The Board will report if action was taken in closed session

XV. **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: **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 23 - 29, 2017 for “National Volunteer Week”; May 10, 2017 as “Day of the Teacher”, and May 21 - 27, 2017 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: Dean Bubar, Acting Superintendent
Dated: April 6, 2017

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

Resolution #05-17

VOLUNTEER RECOGNITION

“Volunteers Give the Time of Their Lives”

WHEREAS, April 23 - April 29, 2017, 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 sixth day of April, 2017 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 #06-17

DAY OF THE TEACHER

“Teachers Today...Touch Tomorrow”

WHEREAS, May 10, 2017, 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 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 sixth day of April, 2017 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 #07-17

CLASSIFIED SCHOOL EMPLOYEES' WEEK

"Together, Everyone Achieves More"

WHEREAS, May 21-27, 2017, 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 sixth day of April, 2017, 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: PERS Golden Handshake - Classified Employees

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

Action X

Discussion/Information

RECOMMENDATION:

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

BACKGROUND INFORMATION:

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

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None identified.

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

An estimated cost based on prior Golden Handshakes is \$345,000 for 15 individuals. The savings require roughly 4 years to be fully realized.

ORIGINATOR: Don Laursen, Director of Fiscal Services

Date: April 6, 2017

LOS BANOS UNIFIED SCHOOL DISTRICT

Resolution #08-17

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

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

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

NOW, THEREFORE, BE IT RESOLVED that Los Banos Unified School District does hereby authorize this Resolution, indicating a desire to add a designated window period from June 2, 2017 through October 1, 2017, for eligible members in Los Banos Unified School District.

Adopted and approved this sixth day of April 2017.

AYES;
NOES:
ABSENT:
ABSTAIN:

Los Banos Unified School District

(Presiding Officer of the Board)

Board Reference Material

SUBJECT TITLE: Disclosure of Collective Bargaining Agreement-CSEA

REQUESTED ACTION: Hold a Public Hearing, and Approve the DCBA

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board hold a public hearing, and approve the CSEA Disclosure of Collective Bargaining Agreement.

BACKGROUND INFORMATION:

The Disclosure of Collective Bargaining Agreement summarizes the financial implications of the agreement with California Schools Employees Association Chapter #92, and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

Supports Board Goals:

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

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None.

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

See the DCBA for information pertaining to a specific year's or years' financial impact(s).

ORIGINATOR: Don Laursen, Fiscal Services Director

Date: April 6, 2017

Public Disclosure of Proposed Collective Bargaining Agreement

Between the Los Banos Unified School District
 and the CSEA Bargaining Unit for the Classified Staff
 Superintendent Dean Bubar Chief Business Officer Dean Bubar
 Address 1717 S 11th St, Los Banos, CA 93635-4800
 To be acted upon by the Governing Board at its meeting on: 3/9/2017 Budget Revisions: 4/23/2017

General Information

Section 1: CURRENT STATUS OF ALL BARGAINING UNIT AGREEMENTS

Certificated: Los Banos Teachers Assn Status Settled # FTE Represented 463
 Classified: CSEA Status Settled # FTE Represented 493

Section 2: PERIOD OF AGREEMENT

The proposed agreement covers the period beginning on: 7/1/2014 and period ending on: 6/30/2017

Section 3: NARRATIVE OF AGREEMENT: Provide a brief narrative of the proposed changes in compensation.

	2016-17	2017-18	2018-19
On Schedule Increase %	0%	0%	0%
Effective/Retro	N/A	N/A	N/A
Health & Welfare Cap Increase	\$0	0%	0%
On Time Increase (explain below)	\$0	0%	0%

Golden Handshake cost in 17-18

Contingency Language:

Provisions (Compensation and Non-Compensation)

Section 4:

A. OTHER COMPENSATION: Explain any Off-Schedule Stipends, Bonuses, etc.

Golden Handshake cost in 17-18

B. CONCESSIONS: Furlough Days, Salary Reductions, etc. (staff affected, total savings)

N/A

C. NON-COMPENSATION: Class Size Adjustments, Staff Development Days, Teacher Prep Time, etc. Be specific.

N/A

D. FUNDING SOURCE: Provide a brief narrative of the funds available and if using LCFF Base or S/C for the increase.

General Fund Revenues Special Reserve Reduction in Expenditures Other (please explain)

Funding expected from a combination of LCFF revenues, expenditure reductions and general fund reserves.

E. MULTI-YEAR CONTRACT AGREEMENT PROVISIONS: COLA's and other compensation/non-compensation provisions for all years?

N/A

F. FINANCIAL IMPACT OF PROPOSED AGREEMENT IN FUTURE FISCAL YEARS:

Golden Handshake cost in 17-18 for an estimated 15 employees at \$23,000 per employee = \$345,000.

Public Disclosure of Proposed Collective Bargaining Agreement

Los Banos Unified School District - CSEA - 03/09/17

Proposed Change in Compensation

Section 5: SALARIES DUE TO PROPOSED AGREEMENT		2016-17	2017-18	2018-19
Salary	Before Settlement	\$ -		
	Percentage	0%	0%	0%
	After Settlement			
	Total Cost of Increase	\$ -	\$ -	\$ -
	Percentage Increase	0.00%	0.00%	0.00%
Step and Column	Before Settlement			
	After Settlement			
	Total Cost of Increase	\$ -	\$ -	\$ -
	Percentage Increase	0.00%	0.00%	0.00%
Stipends, Bonus, Longevity & Other Compensation	Before Settlement			
	After Settlement			
	Total Cost of Increase	\$ -	\$ -	\$ -
	Percentage Increase	0.00%	0.00%	0.00%
Salary Total Cost of Increase		\$ -	\$ -	\$ -
Full Time Equivalent Represented (FTE) with this Agreement		493.00	493.00	493.00
Average Compensation per Employee		\$ -	\$ -	\$ -

Section 6: BENEFITS DUE TO PROPOSED AGREEMENT		2016-17	2017-18	2018-19
Statutory benefits: (Object 3XXX less 34XX, 37XX & 39XX)	Before Settlement			
	After Settlement			
	Total Cost of Increase	\$ -	\$ -	\$ -
	Percentage Increase	0.00%	0.00%	0.00%
District Health/Welfare Plans-Object 34XX (Medical, Dental, Vision, Life Insurance, Other)	Before Settlement			
	After Settlement			
	Total Cost of Increase	\$ -	\$ -	\$ -
	Percentage Increase	0.00%	0.00%	0.00%
Benefit Total Cost of Increase		\$ -	\$ -	\$ -
Full Time Equivalent Represented (FTE) with this Agreement		493.00	493.00	493.00
Average Compensation per Employee		\$ -	\$ -	\$ -
District CAP on Health Insurance	Before Settlement Cap			
	After Settlement Cap			
	Total Cost of Increase	\$ -	\$ -	\$ -
	Average Capped Amount increase per employee	0.00%	0.00%	0.00%
Please indicate if Health/Welfare Benefit Capped :				

Section 7: Total Calculated Settlement		2016-17	2017-18	2018-19
Before Settlement	Salaries	\$ -	\$ -	\$ -
	Benefits (incl H&W)	-	-	-
	Total Before Settlement	\$ -	\$ -	\$ -
After Settlement	Salaries	\$ -	\$ -	\$ -
	Benefits (incl H&W)	-	-	-
	Total After Settlement	\$ -	\$ -	\$ -
Settlement Cost	Salaries	\$ -	\$ -	\$ -
	Benefits (incl H&W)	-	-	-
	Settlement Total	\$ -	\$ -	\$ -
Full Time Equivalent Represented (FTE) with this Agreement		493.00	493.00	493.00
Average Compensation per Employee Before Settlement		\$ -	\$ -	\$ -
Total Salary & Benefit Cost of Increase		\$ -	\$ -	\$ -
Average Compensation Increase per Employee		\$ -	\$ -	\$ -
Average Compensation per Employee Percentage		0.00%	0.00%	0.00%

Public Disclosure of Proposed Collective Bargaining Agreement

Los Banos Unified School District - CSEA - 03/09/17
Impact on Multi Year Projections (Restricted and Unrestricted)

	Fiscal Year 2016-17					Fiscal Year 2017-18					Fiscal Year 2018-19				
	(Col. 1) Latest Board-Approved Budget Before Settlement: 2nd Interim	(Col. 2) Adjustments as a Direct Result of this Proposed Settlement	(Col. 3) Other Revisions (Including Other Proposed Bargaining Agreements)	(Col. 4) Projected District Budget After Settlement of Agreement (Cols. 1-2+3)	(Col. 5) Latest Board-Approved MYP Before Settlement - as of: 2nd Interim	(Col. 6) Adjustments as a Direct Result of this Proposed Settlement	(Col. 7) Other Revisions (Including Other Proposed Bargaining Agreements)	(Col. 8) Projected District MYP After Settlement of Agreement (Cols. 5+6+7)	(Col. 9) Latest Board-Approved MYP Before Settlement - as of: 2nd Interim	(Col. 10) Adjustments as a Direct Result of this Proposed Settlement	(Col. 11) Other Revisions (Including Other Proposed Bargaining Agreements)	(Col. 12) Projected District MYP After Settlement of Agreement (Cols. 9+10+11)			
P2 ADA	10,147			10,147	10,147			10,147	10,147			10,147			
LCFF ADA	10,147			10,147	10,147			10,147	10,147			10,147			
A. Revenues and Other Financing Sources															
1. LCFF/Revenue Limit Sources	\$ 98,801,136	\$ -	\$ -	\$ 98,801,136	\$ 103,745,593	\$ -	\$ 103,745,593	\$ 108,461,673	\$ 108,461,673	\$ -	\$ -	\$ 108,461,673			
2. Federal Revenue	\$ 6,698,016	\$ -	\$ -	\$ 6,698,016	\$ 5,193,923	\$ -	\$ 5,193,923	\$ 5,193,923	\$ 5,193,923	\$ -	\$ -	\$ 5,193,923			
3. Other State Revenues	\$ 13,018,828	\$ -	\$ -	\$ 13,018,828	\$ 11,410,458	\$ -	\$ 11,410,458	\$ 10,923,402	\$ 10,923,402	\$ -	\$ -	\$ 10,923,402			
4. Other Local Revenues	\$ 1,256,153	\$ -	\$ -	\$ 1,256,153	\$ 1,316,153	\$ -	\$ 1,316,153	\$ 1,316,153	\$ 1,316,153	\$ -	\$ -	\$ 1,316,153			
5. Other Financing Sources	\$ 119,774,133	\$ -	\$ -	\$ 119,774,133	\$ 121,666,127	\$ -	\$ 121,666,127	\$ 125,895,151	\$ 125,895,151	\$ -	\$ -	\$ 125,895,151			
6. Total Revenues (sum A1 thru A5)	\$ 230,588,152	\$ -	\$ -	\$ 230,588,152	\$ 242,777,327	\$ -	\$ 242,777,327	\$ 247,486,997	\$ 247,486,997	\$ -	\$ -	\$ 247,486,997			
B. Expenditures and Other Financing Uses															
1. Certificated Salaries	\$ 47,654,267	\$ -	\$ -	\$ 47,654,267	\$ 50,606,997	\$ -	\$ 50,606,997	\$ 51,722,438	\$ 51,722,438	\$ -	\$ -	\$ 51,722,438			
2. Classified Salaries	\$ 16,963,620	\$ -	\$ -	\$ 16,963,620	\$ 17,652,553	\$ -	\$ 17,652,553	\$ 18,028,801	\$ 18,028,801	\$ -	\$ -	\$ 18,028,801			
3. Employee Benefits	\$ 29,849,293	\$ -	\$ -	\$ 29,849,293	\$ 32,929,831	\$ 345,000.00	\$ 33,274,831	\$ 35,817,112	\$ 35,817,112	\$ -	\$ -	\$ 35,817,112			
4. Books and Supplies	\$ 10,925,710	\$ -	\$ -	\$ 10,925,710	\$ 7,672,128	\$ -	\$ 7,672,128	\$ 7,668,641	\$ 7,668,641	\$ -	\$ -	\$ 7,668,641			
5. Services & Other Operating Exp.	\$ 8,242,899	\$ -	\$ -	\$ 8,242,899	\$ 8,088,899	\$ -	\$ 8,088,899	\$ 8,088,899	\$ 8,088,899	\$ -	\$ -	\$ 8,088,899			
6. Capital Outlay	\$ 2,879,737	\$ -	\$ -	\$ 2,879,737	\$ 2,279,737	\$ -	\$ 2,279,737	\$ 2,279,737	\$ 2,279,737	\$ -	\$ -	\$ 2,279,737			
7. Other Outgo (no indirect)	\$ 2,425,059	\$ -	\$ -	\$ 2,425,059	\$ 2,642,462	\$ -	\$ 2,642,462	\$ 2,642,462	\$ 2,642,462	\$ -	\$ -	\$ 2,642,462			
8. Other Outgo - Indirect	\$ (421,702)	\$ -	\$ -	\$ (421,702)	\$ (21,702)	\$ -	\$ (21,702)	\$ (21,702)	\$ (21,702)	\$ -	\$ -	\$ (21,702)			
9. Other Financing Uses	\$ 3,516,899	\$ -	\$ -	\$ 3,516,899	\$ 16,899	\$ -	\$ 16,899	\$ 16,899	\$ 16,899	\$ -	\$ -	\$ 16,899			
10. Other Adjustments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
11. Total Expenditures (sum B1 thru B10)	\$ 122,035,781	\$ -	\$ -	\$ 122,035,781	\$ 121,867,804	\$ 345,000.00	\$ 122,212,804	\$ 126,343,287	\$ 126,343,287	\$ -	\$ -	\$ 126,343,287			
C. NET INCREASE (DECREASE) IN FUND BALANCE (A6-B11)	\$ (2,261,648)	\$ -	\$ -	\$ (2,261,648)	\$ (201,677)	\$ (345,000.00)	\$ (546,677)	\$ (448,136)	\$ (448,136)	\$ -	\$ -	\$ (448,136)			
D. FUND BALANCE															
1. Net Beginning Fund Balance	\$ 11,242,070	\$ -	\$ -	\$ 11,242,070	\$ 8,980,422	\$ -	\$ 8,980,422	\$ 8,980,422	\$ 8,980,422	\$ -	\$ -	\$ 8,980,422			
Prior Year Increases	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
2. Ending Fund Balance	\$ 8,980,422	\$ -	\$ -	\$ 8,980,422	\$ 8,778,745	\$ (345,000.00)	\$ 8,433,745	\$ 8,330,609	\$ 8,330,609	\$ (345,000.00)	\$ (345,000.00)	\$ 7,985,609			
E. Components of Ending Fund Balance															
a. Nonspendable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
b. Restricted	\$ 0.54	\$ -	\$ -	\$ 1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
c. Committed	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
d. Assigned	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
e. Unassigned/Unappropriated	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
F. Total Reserves	\$ 8,980,422	\$ -	\$ -	\$ 8,980,422	\$ 8,778,745	\$ -	\$ 8,433,745	\$ 8,330,609	\$ 8,330,609	\$ (345,000.00)	\$ (345,000.00)	\$ 7,985,609			
Reserve for Economic Uncertainty & Unassigned Amt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Reserve for Economic Uncertainty & Unassigned Amt	\$ 7.36%	\$ -	\$ -	\$ 7.36%	\$ 7.20%	\$ -	\$ 6.90%	\$ 6.59%	\$ -	\$ -	\$ -	\$ -			
Required Reserve %	\$ 3.00%	\$ -	\$ -	\$ 3.00%	\$ 3.00%	\$ -	\$ 3.00%	\$ 3.00%	\$ -	\$ -	\$ -	\$ -			
Required Reserve Amount	\$ 3,661,073	\$ -	\$ -	\$ 3,661,073	\$ 3,656,034	\$ -	\$ 3,656,384	\$ 3,790,299	\$ 3,790,299	\$ -	\$ -	\$ 3,790,299			
List any other assumptions used or included in Col. 3:															
List any other assumptions used or included in Col. 7:															
ADA Range for Required District Reserve %	>	<													
Reserve %	301	300	5%												
	1,001	1,000	4%												
	30,001	30,000	3%												
	400,001	400,000	2%												
	∞	∞	1%												
District P2 ADA is 10,147															
3. DCBA Multi Year Projection															

Public Disclosure of Proposed Collective Bargaining Agreement

Los Banos Unified School District - CSEA - 03/09/17



Certification

The information provided in this document summarizes the financial implications of the proposed agreement (Public Disclosure of Proposed Collective Bargaining Agreement) and is submitted to the Governing Board for public disclosure of the major provisions in accordance with the requirements of Assembly Bill 1200, Assembly Bill 2756 and Government Code Section 3547.5.

	2016-17	2017-18	2018-19
Proposed Settlement Amount	\$0	\$0	\$0
Full Time Equivalent Employees	493	493	493
Employee Compensation prior to Settlement	\$0	\$0	\$0
Employee Compensation after Settlement	\$0	\$0	\$0
Employee Compensation increase	\$0	\$0	\$0
Compensation Increase % per Employee	0.00%	0.00%	0.00%
Reserve Required %	3.00%	3.00%	3.00%
Reserve Required Amt	\$3,661,073	\$3,666,384	\$3,790,299
Required Minimum Reserve Met or Not Met	Met	Met	Met
Fund Balance after proposed agreement	\$ 8,980,422	\$ 8,433,745	\$ 7,985,609
Deficit Spending (expenses exceed revenues)	\$ (2,261,648)	\$ (546,677)	\$ (448,136)

District Superintendent & Chief Business Official Certification

In accordance with the requirements of Government Code Section 3547.5, Dean Bubar, Superintendent and Dean Bubar, Chief Business Officer of Los Banos Unified School District hereby certify that the district can meet the costs incurred under the Collective Bargaining Agreement between the Los Banos Unified School District and the CSEA bargaining unit during the term of the agreement from July 1, 2014 to June 30, 2017.

Dean Bubar		
District Superintendent (Printed Name)	District Superintendent (Signature)	03/30/17
		<i>Date</i>
Dean Bubar		
Chief Business Official (Printed Name)	Chief Business Official (Signature)	03/30/17
		<i>Date</i>

Governing Board President Certification

After public disclosure of the major provisions contained in this document, the Governing Board, at its meeting on March 9, 2017, took action to approve the proposed Agreement with the CSEA Bargaining Unit.

Anthony Parreira		
President, Governing Board (Printed Name)	President, Governing Board (Signature)	4/6/2017
		<i>Date</i>

Provide the board approved agreement, budget revisions and board minutes by Apr 23, 2017 to Merced County Office of Education - Cecilia Belmontes, MBA, Director of External Financial Services.

Board Reference Material

SUBJECT TITLE: Adopt Textbook for Foreign Language & World Languages

REQUESTED ACTION: Hold Public Hearing & Adopt Textbook

Action X

Discussion/Information

RECOMMENDATION

It is recommended that the Board hold a public hearing and adopt the textbooks
“El Mundo 21 hispano and “El Español para Nosotros”

BACKGROUND INFORMATION:

“El Espanol para Nosotros” is material for Native Speakers level 1-2, this material is aligned to the World Language Content Standards for CA public schools.

“El Mundo 21 hispano” is material for Native Speakers 3-4 which is offered to 9-12 graders who have met the prerequisite for passing Spanish for Native Speakers 1-2 and is aligned to the Foreign Languages National standards.

The current books were last adopted in 1997 for El Mundo 21 hispano and in 2007 for El Espanol para Nosotros

The Secondary Curriculum Council, at a meeting on March 16, 2017, reviewed and approved this textbook selection.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None

SPECIFIC FINANCIAL IMPACT:

El Espanol para Nosotros; \$51,278.79
El Mundo 21 hispano; \$110,250.00
Amounts are for both high schools

[Funding Source: District Textbook Funds]

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

DATE: April 6, 2017

LOS BANOS UNIFIED SCHOOL DISTRICT
BOOK ADOPTION FORM

Date:	2/22/17		
Originating School	LBHS/ PHS	Originating Dept.	Foreign Language
Originating Teacher	Claudia Curutchague/ Rodrigo Calderón		
Textbook Title (s)	El Mundo 21 hispano		
ISBN	978-1-133-93560-5	Publisher:	Heinle Cengage Learning

Instructional Material Report:

- 1. Instructional materials are being adopted for what grade level (EC. 60010) and comment the fact that the textbook(s) are selected from the list of materials adopted by the State Board of Education using criteria aligned to the content standards.**

The materials are being adopted for Spanish for Native Speakers 3-4, which is offered to 9-12 graders who have met the prerequisite of passing Spanish for Native Speakers 1-2 class with a C or higher. The publisher is a well known publisher and it is aligned to the Foreign Languages National standards. Since this is a high school class, there is not a list of materials adopted by the State Board of of Education; nevertheless, materials proposed are aligned with content standards and subject content

- 2. Does this book reflect adversely upon persons because of their race, color, creed, national origin, ancestry, gender, disability, or occupation, or that contain any sectarian or denominational doctrine or propaganda contrary to law (EC 60044)?**

No; in fact, this books promotes diversity within the Spanish Speaking World by focusing on every Spanish speaking country. The book is the titled the "World 21 Spanish Speaking"celebrates a variety of ethnic groups.

- 3. What is your response as to the text being accurate, objective, current, and suited to the needs and comprehension of students at heir respective grade levels? Be specific.**

The textbook is accurate and current. Each chapter presents current people famous in every Spanish Speaking country. Our previous textbook included people impossible for a student to relate to, due to the fact they were from such a long time ago..

- 4. With the exception of literature and trade books, does the textbook use proper grammar and spelling?**

Yes, the book El mundo 21 hispano focuses on grammar, history,literature and culture of the Spanish speaking world. An important aspect to teach native speakers Spanish is to teach them proper grammar, reading and writing.

- 5. Does the textbook provide any exposure to a commercial brand name, product, or corporate or company logo or the use of a logo in an illustration to the general nature of the illustration?**

There are no commercial advertising in this text.

6. Does this textbook meet the requirements for specific subject content? Please comment.

Yes. This book was designed to specifically teach native and heritage speakers, and it is fully aligned with the scope and sequence of levels 3 and 4 content to what students in a level 3-4 should be taught.

7. Does this textbook support the District's adopted courses of study and current curricular goals? Comment.

Yes, the textbook El Mundo 21 hispano is a new edition of the book Nuestro Mundo that was adopted in 2002.

8. Demonstrate reliable quality of scholarship as evidenced by your comments on the following:

- Accurate, up-to-date and well-documented information.

The text includes real Latin American examples of people they can relate to more than two editions prior, and it is well documented as well as full of resources

- Objective presentation of diverse viewpoints.

The materials present the diversity within the Spanish speaking world, and lets students use their critical thinking to decide their viewpoints.

- Clear, concise writing and appropriate vocabulary.

This newer edition has every chapter more compact, user-friendly. A new addition is vocabulary, which is a necessary component of a Language program.

- Thorough treatment of subject.

The book is more thorough and complete than our current textbook.

- Comments:

This edition provides access to technology and authentic materials for all levels of communication.

9. Does the textbook provide for a wide range of materials at all levels of difficulty, which appeal to students of varied interests, abilities and developmental levels?

Yes, the textbook provides differentiated instruction for all levels of difficulty and a wealth of opportunities to interact with the course material with an emphasis on reading and writing.

10. Does the textbook include materials that stimulate discussion of contemporary issues and improve student's thinking and decision-making skills?

Yes, the textbook and materials provide authentic footage from each of the 21 Spanish speaking communities along with 6 short thought provoking films with pre and post viewing activities. Students learn from the past and present Hispanic cultures and develop their own views and thoughts in different modes of communication.

- 11. Does the textbook contribute to the proper articulation of instruction through grade levels and include high-quality teachers' guides? How does the textbook align with the State Content Standards?**

Yes, the textbook aligns with the National Foreign Standards: Communication, Culture, Comparison

- 12. Does the textbook meet high publishing standards in terms of the quality, durability and appearance of paper, binding, text and graphics?**

The book is very appealing to students and teachers, rich in images and colors. The book comes in a soft-cover version, but the publisher offered to bind it at a reasonable price. I will call and get the latest cost tomorrow 3/2.

Discussion of the District Financial Obligation if Textbook is adopted:
Be specific about the following items:

Title / Publisher	ISBN	Copyright Date	Year Implemented	Funding Source	Student Material and Cost	Teacher Material and Cost	Total Cost
El mundo 21 hispano online homework T.E.	978-1-133- 2014	2014			800 \$195.80 500 85.00	\$ gms	\$ 110,350.00

Signatures: In order to ensure full district communication, applicable signatures are required before textbook(s) are submitted to Curriculum Council.

Signature/Date	Los Banos HS	CJHS	LBJHS	Pacheco HS	San Luis HS
Principal					
Dept. Chair					

Curriculum Council Approval:

Secondary Administrator

Date 3/16/17

Board Approval:

Date _____

**LOS BANOS UNIFIED SCHOOL DISTRICT
BOOK ADOPTION FORM**

Date:	02/22/2017		
Originating School	Los Banos High/ Pacheco	Originating Dept.	World Languages
Originating Teacher	Rodrigo Calderon/ Claudia Curutchague		
Textbook Title (s)	El Espanol para Nosotros		
ISBN	978-0-02-136227-0	Publisher:	Mc Graw Hill Education

Instructional Material Report:

- 1. Instructional materials are being adopted for what grade level (EC. 60010) and comment the fact that the textbook(s) are selected from the list of materials adopted by the State Board of Education using criteria aligned to the content standards.**

This materials are adopted for Native Speakers level 1-2. This textbook is not from the list of materials adopted by the State Board of Education. However, The material is aligned to the World Language Content Standards for California Public Schools.

- 2. Does this book reflect adversely upon persons because of their race, color, creed, national origin, ancestry, gender, disability, or occupation, or that contain any sectarian or denominational doctrine or propaganda contrary to law (EC 60044)?**

No. This material reflects the diversity of the Spanish speaking countries more than the current textbook. History and literature from all 21 Spanish speaking countries is represented and celebrated throughout the textbook.

- 3. What is your response as to the text being accurate, objective, current, and suited to the needs and comprehension of students at heir respective grade levels? Be specific.**

El Espanol para Nosotros program is accurate, objective, and current. For example, the video program contains different videostories in the target language, one from each Spanish speaking country. Also, the textbook contains recent events, which will provide the students a better understanding on the current situation of the Hispanic world.

- 4. With the exception of literature and trade books, does the textbook use proper grammar and spelling?**

Yes, the material uses proper grammar and spelling.

- 5. Does the textbook provide any exposure to a commercial brand name, product, or corporate or company logo or the use of a logo in an illustration to the general nature of the illustration?**

The textbook does not provide any exposure to a commercial brand name, product, or corporate or company logo.

6. Does this textbook meet the requirements for specific subject content? Please comment.

Yes. Not only this textbook meets the World Language Content Standards for California Public Schools, but also will prepare students in the use of grammar, knowledge on the history of the Spanish Speaking countries, and introduce them to Spanish literature.

7. Does this textbook support the District's adopted courses of study and current curricular goals? Comment.

Yes. The material support the District's goals of preparing native Spanish speakers to become more knowledgeable about their own culture. In addition, it will help develop better reading and writing skills in the target language.

8. Demonstrate reliable quality of scholarship as evidenced by your comments on the following:

- Accurate, up-to-date and well-documented information.

These materials were published in 2014. Besides the textbook, the program contains a workbook for grammar and literature practice, and online resources such as educational articles and videos.

- Objective presentation of diverse viewpoints.

It contains culture, music, art, literature, and history from all the 21 Spanish speaking countries.

- Clear, concise writing and appropriate vocabulary.

The materials contain appropriate and the adequate level of the Spanish language. It also contains vocabulary in both English and Spanish.

- Thorough treatment of subject.

Students will have the opportunity to practice the grammar concepts from the textbook, but also will practice the same concepts on the workbook.

- Comments:

"El español para nosotros" also comes with a supersite. The supersite gives both the teacher and student access to additional practice of grammar, literature, music, art, etc.

9. Does the textbook provide for a wide range of materials at all levels of difficulty, which appeal to students of varied interests, abilities and developmental levels?

Both the textbook and the workbook provide a wide range of difficulty which will help the instructor to differentiate instruction if needed.

10. Does the textbook include materials that stimulate discussion of contemporary issues and improve student's thinking and decision-making skills?

After each reading, the textbook provides questions and scenarios that will help students utilize their critical thinking skills.

- 11. Does the textbook contribute to the proper articulation of instruction through grade levels and include high-quality teachers' guides? How does the textbook align with the State Content Standards?**

These materials were selected because they align with the structure of the next level, Native Speakers 3-4. In addition, the textbook has short stories and poems that align with AP Literature. Lastly, the material align with the World Language Content Standards for California Public Schools

- 12. Does the textbook meet high publishing standards in terms of the quality, durability and appearance of paper, binding, text and graphics?**

Yes. The textbook appears to be durable and contains text and graphics of great quality and comes with hardcover.

Discussion of the District Financial Obligation if Textbook is adopted:
Be specific about the following items:

Title / Publisher	ISBN	Copyright Date	Year Implemented	Fundir*	Teacher Material and Cost	Total Cost
El español para maestros	0021330484	2014	2017		\$ 19.98	\$ 58,904
Teacher 6 year digital	0021453152	2014	2017		89.97	5,994
T.E. Print	0021453055	2014	2017	3	14.97	209.94
Nivel I W.B. T.E	002145339X	2014	2017	3		44.91
						5,228.79

Signatures: In order to ensure full district communication, applicable signatures are required before textbook(s) are submitted to Curriculum Council.

Signature/Date	Los Banos HS	CJHS	LBJHS	Pacheco HS	San Luis HS
Principal					
Dept. Chair					

Curriculum Council Approval: _____ Date 3/16/17
 Secondary Administrator

Board Approval: _____ Date _____

LOS BANOS UNIFIED SCHOOL DISTRICT
MINUTES OF THE REGULAR MEETING
OF THE BOARD OF EDUCATION
March 9, 2017

City Hall
Council Chambers

- Mr. Parreira called the meeting to order at 6:00 P.M. Call to Order
- PRESENT: Mr. Areias, Ms. Benton, Ms. Goin-Soares (6:30), Mr. Martinez (6:35), Mr. Munoz, Mr. Parreira, Ms. Smith Roll Call
- A Second Interim budget study session was held prior to the beginning of the meeting. Second Interim Study Session
- A closed session was held prior to the beginning of the regular meeting for: Public Employee: Discipline/Dismissal/Release/Reassignment (Section 54957); Claim Against the District (Section 910); Government Claim filed by [Identity withheld pursuant to Government Code 54961]; Claim Against the District (Section 910): Government Claim filed by Rachel L. Pillows; Student Discipline: Cases #5114292682 and #5513410. Closed Session
- The regular session was opened at 7:10 P.M. Regular Session
- The audience was led in the Pledge of Allegiance by Mr. Stanley Warden. Pledge of Allegiance
- On motion by Member Areias, seconded by Member Benton, Trustees approved the agenda as submitted. Ayes: Areias, Benton, Goin-Soares, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0. Motion carried. Approval of Agenda
- Donalda Sousa, employee at RME, came forward and invited everyone to attend the third annual AG Day at RME on March 21st. Joel Magana, RME teacher and coach of the Miano Mileage Club, gave a brief update on the history of the club and student participation. He invited everyone to join in the Miano Mileage Club 5K run on April 8th at 8:00 A.M. RME students Ayden Sousa and Quentin Castillo came forward and reported on the benefits of being a member and participating in the Mileage Club. Andrew Meza, Principal GVC, came forward and asked the Board to review the changes made to the Petition Renewal for GVC Charter School submitted on February 24th and bring the renewal back for a vote at the next meeting. He said the petition recently submitted has modifications that address the concerns of the District and includes an intervention plan. He asked the District to support a 5 year renewal, allowing GVC to stay and work with the District. Mr. Parreira explained that the District denied the petition, another petition cannot be considered and the next step would be to appeal to the County. He stated that a revised petition does not change the reason for denying the renewal, stating they are two separate issues. Janelle Ruley, legal representative for GVC, came forward and said the law is exactly the opposite, stating you cannot separate a renewal from a charter petition. She said petition denial is quite common, resubmitting is part of the process and there is no law that says you cannot resubmit the petition with changes. She asked the Board to accept the petition GVC had recently submitted and that it be placed on the April agenda for a vote. Theodore Lieu, District legal counsel, came forward and explained the legal process for filing a charter school renewal petition and advised

against bringing the modified petition back for a vote at the next meeting. He recommended GVC take the next step to the renewal process and bring the petition to the County. Ms. Goin-Soares asked if it is against the law to bring the item back for a revote. Mr. Lieu said it is not a law, submitting the petition to the County is the remedy that legislation recommends and Ed. Code states if the petition is denied at the District level the next step is to appeal to the County. He said the law does not say that if the petition is denied you can revise it and resubmit it numerous times, it recommends submitting the petition to the County. District legal counsel and Trustees discussed the meaning of the law and the petition process once District denies the renewal. GVC parents and staff came forward and spoke in favor of Green Valley Charter School and asked the Board to bring the item back for a revote.

Los Banos High School Student Representative, Travis Willmott reported on the many activities at Pacheco High School and Los Banos High School. Student Report

No Report CSEA Report

No Report LBTA Report

Mr. Bubar, Acting Superintendent, congratulated PHS Soccer Team on winning the Sacramento-San Joaquin Section Division IV Soccer Championship last Saturday at Elk Grove High School and invited Board Members to attend the Championship Parade at PHS Panther Boulevard. He said he recently attended the Merced County Superintendent's Annual State of Education Report on Schools held at the Los Banos Community Center. He complemented the great job done by the County and a wonderful performance by local students. He congratulated HME on their successful Read-a-Thon that raised \$1700 for students. He thanked the community groups that participated in the superintendent search, for supporting the process and providing valuable input. Superintendent's Report

Mr. Tom Worthy, Director of Facilities, Maintenance and Transportation, came forward and provided an update on the addition to Mercey Springs Elementary School. Facilities Report

Mr. Martinez – No report. Ms. Goin-Soares reminded everyone that if they were not able to participate in the superintendent search input session; they can still participate by completing the online survey located on the district webpage. She said she recently participated in Read Across America at MSE and LBE and thanked the staff for inviting her; Ms. Smith said she recently attended the LFE Science Fair and congratulated the students on their hard work and great projects. Mr. Areias reported that there are many facility needs that concern him and they will need to be addressed in the near future. He said that he recently ran with RME students, reminded everyone that Friday is Ag Day at HME, commended LBHS on a successful Career Day, reminded everyone that May Day was coming soon and many students would have projects at the fair. Mr. Munoz – No report. Ms. Benton said she recently attended the Merced County Superintendent's Annual State of Education Report on Schools and the student performance was great. She recently celebrated Dr. Seuss' birthday at MSE and enjoyed reading with the students. She said while she was there, she talked with one of the architects who shared the MSE addition plans with her and how exciting it was to see the modular classroom being

put in place. She attended the Rotary Area 5 Speech Contest for FFA students congratulating winner Cori Falasci, a Junior at Los Banos High School, and wished her luck at the district level competition where she now goes on to compete. Mr. Parreira said that he also attended the Merced County Superintendent’s Annual State of Education Report on Schools and agreed the student performance was excellent. He congratulated Vikass Shanker, reporter for the Los Banos Enterprise, on his recent marriage and on winning a journalism award for reporting LBUSD School Board news. He reminded the public that many emails sent to board members go to a spam filter that may delay the delivery and asked for patience if board members do not respond quickly. He said he enjoyed participating in Read Across America at LBE and the attended the Arbor Day Celebration. He reminded Board Members to return their reservation form to Thais if they plan on attending the MCSBA Annual Spring Dinner on March 30 at CJHS. He said the Los Banos Unified School District School Board will host the event and as hosts, he will need their help setting up. He said that he is very excited for the event that will showcase Creekside Junior High School, dinner by LBHS Ag Department and the PHS Culinary Class.

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

Second Period
Interim Budget
Report

On a motion by Member Goin-Soares, seconded by Member Martinez, Trustees adopted Resolution #03-17 authorizing District participation in the California Cash Reserve Program. Ayes: Areias, Benton, Goin-Soares, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0. Motion carried

California Cash
Reserve Program

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

LCAP Report

Mr. Parreira opened a public hearing at 8:29 p.m. on the disclosure of the estimated PERS Golden Handshake costs, no one came forward and the public hearing was closed at 8:30 p.m. On motion of Member Martinez, seconded by Member Benton, Trustees adopted Resolution #02-17 granting a designated window period for eligible classified employees. Ayes: Areias, Benton, Goin-Soares, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0. Motion carried.

CSEA Golden
Handshake

On motion of Member Areias, seconded by Member Smith, Trustees adopted a Declaration of Need through June 30, 2018, certifying that there are an insufficient number of certificated personnel who meet District specified employment criteria for designated positions. Ayes: Areias, Benton, Goin-Soares, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0. Motion carried.

Declaration of
Need

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

CONSENT
CALENDAR

Trustees approved minutes of the special board meeting held on February 2, 2017, regular meeting held on February 9, 2017 and a special board meeting held on February 16, 2017.

Minutes

Certificated Appointments: Etcheverry, Elyse – 3rd Grade Teacher- Mercey Springs Elementary-effective 8/1/2017; Resigned: Atkins, Emily – Science Teacher, Los Banos Junior High School-effective 6/30/2017; Retired: Villarreal, Maria – effective 6/30/2017; McNally, Patricia– effective 6/30/2017; Arroyo-Lopez, Patricia – effective 6/30/2017; Extra Duty Appointments: Martinez, Erica – Girls 8th grade Head Softball Coach –Los Banos Junior High; Fuentes, Doug – Boys 7th grade Head Baseball Coach–Los Banos Junior High; Davies, Jamie – Girls 7th grade Assistant Softball Coach–Los Banos Junior High; Bellinger, Jesse – Boys 8th grade Assistant Baseball Coach–Los Banos Junior High; Bell, Chris – Girls 8th grade Head Softball Coach –Creekside Junior High; Mabe, Cody – Girls 7th grade Head Softball Coach –Creekside Junior High; Benton, Mikell - 7th/8th grade Girls Softball Assistant – Creekside Junior High; Fuentes, Armando - 8th grade Head Baseball Coach –Creekside Junior High; Classified New Hires: Hansen, Richard – TR, Mechanic/Bus Driver (8.0 Hrs); Appointments: Todd, Willie – LEAP, Instructional Aide (2.0 Hrs); Resigned: Dardon, Mario – LEAP, Instructional Aide – Effective 2/1/2017.

- | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|
| The monthly Fiscal Report was submitted for Board information. | Personnel Actions |
| The quarterly SISC GASB 45 Trust Investment Report was submitted for informational purposes. | Fiscal Report |
| Trustees approved the 2017-18 Budget Guidelines and Budget Assumptions. | Quarterly SISC GASB 45 Report |
| Trustees approved the proposed College Readiness Block Grant for funding. | Budget Guidelines & Assumptions |
| Trustees approved the 2017 Summer School schedule. | College Readiness Grant (Second Reading) |
| Trustees approved the donation of campus beautification for San Luis High School from Comcast. | Summer School Schedule |
| Trustees approved the following agreements/contracts: Agreement, Hanover Research Partnership, Agreement, Merced County Regional Occupational Program and Agreement, Valley Community School. | Donation |
| Trustees approved the following overnight/out-of-state travel: Travel, PHS/LBHS College Road Trip, April 17-19, 2017; Travel, CE Wagon Train Trip, Madera, Ca, May 18-21, 2017 | Agreements/Contracts |
| Trustees approved the warrants for payment. | Travel |
| Mr. Martinez requested the Renewal Petition for Green Valley Charter School be brought back for review on the April agenda and vote on whether to accept their revisions. Mr. Lieu, District legal counsel, stated the District Bylaws only allow the Board President and Superintendent to make that decision as to whether an item should be placed on the agenda. Mr. Parreira said he will meet with Mr. Bubar and legal counsel and discuss the request. | Warrants |
| | Future Agenda Items |

On a motion of Member Areias, seconded by Member Goin-Soares, Trustees adopted Resolution #04-17 regarding non-reelection of certificated employees. Ayes: Areias, Benton, Goin-Soares, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0. Motion carried. Reporting Closed Session Action

On a motion of Member Areias, seconded by Member Goin-Soares, Trustees denied a Claim Against the District (Section 910): Government Claim filed by [Identity withheld pursuant to Government Code 54961]. Ayes: Areias, Benton, Goin-Soares, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0. Motion carried.

On a motion of Member Areias, seconded by Member Martinez, Trustees denied a Claim Against the District (Section 910): Government Claim filed by Rachel L. Pillows Ayes: Areias, Benton, Goin-Soares, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0. Motion carried.

On motion by Member Smith, seconded by Member Areias, Trustees expelled students Case #5114292682 and #5513410 for the remainder of the 2016-17 school year. Ayes: Areias, Benton, Goin-Soares, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0. Motion carried.

The meeting was adjourned by Mr. Parreira at 8:37 P.M.

Adjournment

SECRETARY

LOS BANOS UNIFIED SCHOOL DISTRICT

DIVISION OF HUMAN RESOURCES

Tammie Calzadillas, Assistant Superintendent

REPORT OF CERTIFICATED EMPLOYMENT FOR BOARD APPROVAL – April 2017

APPOINTMENT:

Carter, Mirna – Assistant Principal, Mercey Springs Elementary effective 7/1/2017

RESIGNED

Mouillesseaux, Stephen – History Teacher, Los Banos High School – effective 6/60/2017

Ceccarelli, John – Special Education Teacher, Los Banos High School – effective 6/30/2017

Maik, Andrew – Special Education Teacher, Los Banos High School – effective 6/30/2017

Garcia-Cisneros, Jazmin – Spanish Teacher, Pacheco High School – effective 6/30/2017

RELEASED

Palafox, Heidi – English Teacher, Los Banos High School-effective 6/30/2017

RETIRED:

Shotack, Stephen – Math Teacher, Creekside Junior High - effective 6/30/2017

DeMoss, Carolann – Assistant Principal, Westside Elementary - effective 6/30/2017

Whitehurst, Janet – Principal, Volta Elementary – effective 6/30/2017

EXTRA DUTY

APPOINTMENTS:

Curry, David – Assistant Track Coach, Pacheco High School

Todd, Kelly – Assistant Swim Coach, Pacheco High School

**LOS BANOS UNIFIED SCHOOL DISTRICT
DIVISION OF HUMAN RESOURCES**

**REPORT OF CLASSIFIED EMPLOYMENT
FOR BOARD APPROVAL – April 6, 2017**

Tammie Calzadillas, Assistant Superintendent

No Report

Board Reference Material

SUBJECT TITLE: Certificated Contracts, 2017-18

REQUESTED ACTION: Approve

Action X

Discussion/Information _____

RECOMMENDATION:

It is recommended the Board authorize the Superintendent or designee to offer certificated contracts for the 2017 - 2018 school year.

BACKGROUND INFORMATION:

Preparation of certificated contract is a requirement per the Contract with the LBTA (Article VI, G-(1)).

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None

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

Step advancement as related to the negotiated salary schedule.

ORIGINATOR: Tammie Calzadillas, Assistant Superintendent– Human Resources
Date: April 6, 2017

LAST	FIRST	SITE
AGUILAR	JEANETTE	LBHS
ALARCON	SANDRA	RME
ALEXANDER	EMILY	CSJHS
ALLEN	MARY ELLEN	CE
ALVARENGA	LAURA	LBJHS
ALVES	ROSEMARY	HME
AMABILE	TERESA	CR
AMABILE	MICHELLE	DW
ANDRADE - BEAM	LORRIE	WUES
ANDREWS	MARIA	LBE
APODACA	RALPH	LBJHS
ARAGON	RODRIGO	PHS
ARAGONA	JULIE	CE
ARAICA	SUSAN	LBJHS
ARAMBEL	ROBERT	LBHS
ARBURUA	KAITLYN	LFE
BAFFUNNO	DANIELLE	LBJHS
BAKER	AMANDA E	LBJHS
BAKER	AMBER	MSE
BAKER	FRANCINE	MSE
BAKER	AMANDA M	WUES
BAPTISTA	KIMBERLY	VE
BARCELLOS	JENNIFER	CSJHS
BARCELLOS	ALEXANDRA	CSJHS
BARCELLOS	JOEY	LBHS
BARCELLOS	RACHEL	LBJHS
BARGER	DARRYL	LBJHS
BARGER	LAURA	PHS
BARRON	CAROLYN	HME
BARRY	TEESHA	WUES
BARTON	RENEE	LFE
BATEY-CARDOZA	MEGAN	LBHS
BATOON	MONALYN	PHS
BATTISTI-GRANT	LISA	SLHS
BATY	APRIL	LBE
BELL	CHRISTOPHER	CSJHS
BELL	SHANNON	HME
BELLNGER	JESSE	LBJHS
BELTRAN	JULIE	LBE
BENSON	ILANA	HME
BENTON	MIKELL	CSJHS
BERGLAND	SUZANNAH	WUES
BERUMEN-FLORES	CRUZ	PHS

BETHAM	SANDRA	PHS
BETHAM	JOHN	PHS
BETSCHART	JONATHAN	LBHS
BETSCHART	STACY	WUES
BHASKAR	HANSA	LBHS
BLARER	THELMA	LBE
BOLES	YVETTE	HME
BORCHARD	MARGARET	LFE
BORELLI	LARRY	LBHS
BORREGO	LAURA	HME
BOUCHER	RICHARD	LBJHS
BOURBON	AMANDA	LFE
BOWEN	DEVIN	LBHS
BOWLER	DAVID	RME
BOWMAN	MARGARET	CE
BOYD	NICKOLA	MSE
BRADY	KAREL	LBE
BRAND	C. J.	CRJHS
BRANDI	MELISSA	VE
BRAR	DANNI	PHS
BRAVO	CARMEN	LBE
BRETZ	JASON	LBHS
BRETZ	JENNIFER	MSE
BREWER	ANN	LBHS
BRINLEE	KELLI	LFE
BROCK	JENNIFER	PHS
BROCKMAN	JESSICA	PHS
BUCKLEY	JANET	CR
BURNS	TIMOTHY	PHS
BUSSE	CHRISTOPHER	LBJHS
BUSSE	STEPHANIE	MSE
CABRAL	ALEXI	LBJHS
CALCAGNO	MARYLOU	CE
CALHOUN	JILL	HME
CAMPOS	CARLOS	PHS
CARDOZA	SHANNON	LFE
CAREDIO	SHARON	PHS
CAROPRESO	DUSTIN	LBHS
CASCIA	BRIAN	CSJHS
CASCIA	MARIE C.	LBE
CASEY	MAUREEN	LBJHS
CASTANEDA	CHAMROEUN	MSE
CATES	KAREN	PHS
CAVAZOS	DANIELLE	LBHS

CAZARES	CARLA	LBJHS
CEJA	KRISTAL	HME
CHAPMAN	JENNIFER	PHS
CHRISTENSEN	JEFF	LBHS
CHRISTENSEN	BRENNA	LBJHS
CINTORA	BEATRIZ	LBJHS
CINTORA	MARIA	RME
CLARK	BRIAN	LBJHS
CLARK	BRENDA	PHS
CLARK	CHRISTINA	RME
CLARKE	ANDREA	RME
CLARKE	DENISE	PHS
COELHO	AMANDA	WUES
COLEMAN	KEVIN	LBHS
CONWAY	HILLARY	PHS
COOKSEY	BRITTNIE	PHS
CORTEZ	ERNESTO	LBE
COSTA	BETH	PHS
COSTA	JOSEPH	PHS
COSTELLO	VICKI	MSE
COTTA	AARON	LFE
COTTA	JENNIFER	LFE
COX	STEPHEN	CSJHS
COZENS	MARIA	PHS
STROHMENGER	AIMEE	PHS
COZZI	HEATHER	LBHS
CRIVELLI	COURTNEY	HME
CURRY	DAVID	PHS
CURUTCHAGUE	CLAUDIA	LBHS
DANNER	JOSH	LBHS
DAVIDSON	DEBORAH	LBHS
DAVIES	JAMIE	LBJHS
DAVIS	KATHLEEN	CE
DE ALBA	ELIANE	RME
DE ALBA	SERGIO	RME
DE BRUIN	JAMIE	MSE
DE LA CRUZ	ALISHA	LBE
DE LA CRUZ	JEFFREY	PHS
DEGOUGH	ERIN	LBHS
DIXON	HEATHER	LBJHS
DRAKE	KEVIN	PHS
DRUMMOND	DENISE	RME
DUNAVAN	KRISTAL	WUES
DUNI	JUSTIN	LBE

DUNNE	DOMINIQUE	LFE
DUTRA	JENNIFER	LBHS
EAGLETON	ZACK	LBJHS
EAGLETON	YVONNE	VE
EBNER	KRISTEN	LBE
ECHOLS	JAMES	CSJHS
ELAM	SARAH	LBE
ELLERSICK	AMBER	LFE
ELLERSICK	DANIEL	WUES
ELLINGTON	KAREN	SLHS
ENOS	JULIE	RME
ENOS	KIMBERLY	WUES
ERRATCHU	ELIZABETH	VE
ERRECA	ANN	LBE
ESPINOSA	LEO	PHS
EXNER	KELLI	RME
FAGAN	PAULA	CE
FAGUNDES	DANIELLE	VE
FALASCHI	SONIA	LBHS
FALASCO	CONNIE	LBE
FARIA	MANUEL T.	LBHS
FARIA	GABRIELLA	PHS
FAWCETT	HARRY	SLHS
FERNANDEZ	ELSA	LFE
FERREIRA	MACKENZIE	
FERTIG	SAMANTHA	WUES
FESSENDEN	RICHARD	LBJHS
FINCHER	JONATHAN	WUES
FLORES	THOMAS	MSE
FLORES-AYALA	BELARMINA	DW
FOSTER	JAMES	LBJHS
FRANCO	CYNTHIA	LBE
FREEMAN	CAITLIN	PHS
FUENTES	TIFFANY	CE
FUNK FULLINGTON	TARA	RME
FURNISH-REYES	DEBORAH	MSE
GALLEGOS	TRINIDAD	LBHS
GAMINO	JUVENTINA	LFE
GARBER	CHARLES	LBHS
GARCIA	LUCY	LBE
GARCIA	KENNY	LBHS
GARCIA	STEFFANIE	LBJHS
GARCIA	OLGA	PHS
GARCIA	ADARIANA	RME

GARCIA RORIGUEZ	MARIA	LFE
GARCIA-MARTINEZ	FRANCISCO	PHS
GARDNER	BRETT	HME
GARIBAY OCHOA	ROGELIO	PHS
GARST	BEVERLY	VE
GERMINARO	DEBORAH	PHS
GILARDI	NANCY	RME
GODINEZ GARCIA	LETICIA	LFE
GOIS	ERMILINDA	HME
GOMES	ROXY	CE
GOMES	CRISTIN	CR
GOMES	CECILIA	HME
GOMES	BILLY	PHS
GOMES	JEWEL	WUES
GONZALES	ALEX	LFE
GONZALEZ	ULISES	LBHS
GONZALEZ	HECTOR	PHS
GREEN	CIERA	PHS
GREENWOOD	MICHELLE	PHS
GRIFFITH	CARISSA	PHS
GUTIERREZ	CLAUDINE	CR
GUZMAN	ELUERECIA	CR
GUZMAN	ERIKA	LFE
GUZMAN	RHONDA	RME
HALPIN	BOWMAN	LBHS
HALVERSON	CLIFFORD	LBHS
HAMILTON	KELLI	PHS
HAMMARI	STEVEN	LBHS
HANSON	NATHAN	LBHS
HARTLEY	DAVID	CSJHS
HATFIELD	BRANDON	CSJHS
HATTON	MICHELLE	HME
HAYS	TAMI	CE
HAZAN	CARLENE	SLHS
HEAD	LINDA	LBHS
HELBLING	CHRISTOPHER	PHS
HENSON	STEPHANIE	WUES
HEPWORTH	SUSANNA	VE
HERFORTH	CLARA	
HERNANDEZ	MARIA	HME
HERRING	KIMBERLY	LFE
HILL	RODNEY	LBHS
HIXSON	KENNETH V.	LBE
HOPPER	BRITTNEY	PHS

HUFF	CHRISTINE	SLHS
HULING	SHANNON	LFE
INDART	BERNADETTE	HME
INDART	JEAN	HME
INIGUEZ	MARY ESTHER	CSJHS
IPSEN	DELANIE	PHS
ISOM	MARLENE	RME
JACOBO	ADAM	PHS
JONES	EVON	LBHJS
JONES	BRUCE	PHS
JONES	JANICE	RME
JONES	NATHAN	VE
KELLER	JAMES	MSE
KEMP	GUADALUPE	HME
KENNEDY	DAMIEN	CSJHS
KING	JOHN	LFE
KING	JAMIE	LFE
KISSEL	ELIZABETH	WUES
KNOESTER	BILLIE	HME
KOCHER	LISA	LFE
KVALE	ROBIN	RME
LAMPREDA	JENNIFER	MSE
LARA	VICTORIA	LFE
LARKINS	TRICHELLE	LFE
LEWIS	PATTY	LBHS
LEWIS	SHARON	PHS
LEYVA	JENNIFER	HME
LINDBLOM	DANYELL	HME
LINDBLOM	CHRISTOPHER	PHS
LINDEMANN	KELLI	HME
LINDSTRAND	MARY ANN	LBE
LLAMAS	MELONIE	LBHJS
LOEFFLER	MATTHEW	CSJHS
LOPEZ	ANA	LBE
LOPEZ	ALICIA	RME
LOWERY	ANA	VE
LUNA	JOSE	LBHS
MABE	CODY	CSJHS
MAGANA	MONICA	CSJHS
MAGANA	JOEL	MSE
MALCOLM	CATHERINE	SLHS
MALDONADO	JURIDIA	WUES
MALLETT	JANNETTE	PHS
MARTIN	LYNN	CE

MARTIN	DEANNA	CR
MARTINEZ	MELANIE	CSJHS
MARTINEZ	ERICA	LBJHS
MARTINEZ	AMY	MSE
MASCORRO	VALENTINA	LBJHS
MASTALER	BRETT	PHS
MATHIS	MELISSA	PHS
MCBRIDE	WOODROW	LBE
MCCOLLOCH	LORI	LBE
MCCOY	JOEL	PHS
MCCULLOUGH	STUART	LBHS
MCCULLOUGH	KIMBERLY	LBHS
MCDONOUGH	DAVID	RME
MCGRAW	ANGELA	HME
MEISNER	MICHAEL	WUES
MENDEZ FAJARDO	MARIA	LBHS
MERRILL	DEANNA	HME
MEZA	NICOLE	PHS
MEZA	SHERYL	RME
MILITANO	PATRICIA	LBE
MILLER	JEFFERY	LBE
MILLER	SHAWNA	WUES
MINOR	MICHAEL	LBE
MIRANDA	ANGELICA	WUES
MOLINA	MARILYN	LBE
MONTEMURRO	JENNIFER	LBJHS
MONTEMURRO	PAUL	MSE
MOODY	CHERYL	RME
MOORE	KAREN	CSJHS
MORGAN	MARIE	RME
MOSELEY	KEVIN	PHS
MOWAD	MONIQUE	RME
MURPHY	DONNA	HME
NAVAREZ	JOSEFINA	LBJHS
NELSON	ILA	PHS
NICOLETTI	ELISE	LBHS
NOCETI CASCIA	LINDSAY	LBHS
NOCITO	RANDALL	LBHS
NOIA	JOHN	LBHS
NORRIS	KAREN	LBJHS
NUTT	ELAINE	DW
O'BANION	CARRIE	LBJHS
ODELL	KRISTAN	CSJHS
OLDS	LINDSAY	MSE

OLIVEIRA	SHAWNA	LBE
ORDUNEZ	MARGARITA	CE
ORNELAS	BRENDA	PHS
OROZCO	JENNIFER	RME
ORTIZ	KIM	LBHS
OZBIRN	SHERI	CE
OZBIRN	SHERI	CE
PACHECO	FRANCES	HME
PACHECO	ALEXANDRA	LBHS
PARREIRA	KIMBERLY	LBE
PASTORI	LYNNETTE	LBJHS
PATTERSON	KIMBERLY	MSE
PENA	FERNANDO	CSJHS
PERDOMO	MONICA	MSE
PEREIRA	SAMUEL	LBJHS
PEREZ	CLAUDIA	LFE
PERKINS	MICHAEL	PHS
PIERCE	LEANNA	LFE
PIKAS	AMY	MSE
PIKAS	CHARLES	PHS
PIWOWARSKI	JANICE	VE
POLINI	GINA	VE
PRATER	BRYCE	PHS
PRICOLO	ANISA	LBHS
PRITSCH	LISA	LBHS
PURSER	LEANN A.	LBE
RAMIREZ	CYNTHIA	WUES
RAMIREZ	JESSICA	WUES
RASEY	LAURA	LBE
REARDON	BARRY	LBHS
RICHARDSON	ALAN	HME
RITCHIE	JACLYN	LBE
RIVAS	LUPITA	HME
ROBERTSON	KAREN	RME
ROBLEDO	TONY	LBJHS
ROBLEDO	CECELIA	MSE
ROCHA	DAWN	CE
ROCHA	JENNIFFER	HME
ROELOFS	SEREY	WUES
ROEST	NATHAN	CSJHS
ROMERO	WENDY	RME
ROSEMAN	MICHAEL	VE
ROSSIE	SUSAN	LFE
ROY	SABRINA	LFE

RUTLEDGE	AMANDA	RME
SALCIDO	CHRISTINE	PHS
SANCHEZ	ANABEL	MSE
SANDOVAL	OYUKY	HME
SANDOVAL	ANABELA	LBHS
SANTOS	PATRICIA	LBE
SAWYER	SHARON	DW
SCHULTZ	TAMMI	WUES
SEABORN	VERONICA	LBHS
SEQUEIRA	LYNN MARIE	CR
SHRYOCK	SUE	PHS
SIEMILLER	VERONICA	RME
SIEMILLER	JEREMY	LBHS
SILVA	AUDREY	PHS
SIMMONS	MARK	LBE
SINGH	MICHAEL	PHS
SMITH	PAMELA	HME
SMITH	ROBERT	LBJHS
SMITH	MARILYN	PHS
SNIVELY	PAMELA	LBHS
SNOWDEN	TAYLOR	MSE
SNOWDEN	LAUREN	MSE
SOLI	ANDREW	LBJHS/SLHS
SOLIS	JOSHUA	PHS
SOLORIO	GEORGINA	HME
SORCI-QUEVEDO	CHRISTINE	CSJHS
SOTELO	JENNIFER	LFE
SOUSA	CHRISTINA	LBE
SOUZA	SARAH	CE
SOWERSBY	JENNIFER	HME
SPANN	MARGARET	PHS
SPIVEY	LEE	LBHS
STEPRO	JEFFERY	LBHS
STOCKDALE	DIANA	RME
STONEGROVE	ELIZABETH	PHS
STOOPS	CHRISTINA	WUES
SUMNER	TRACI	SLHS
TEIXEIRA	DEBBIE	LBHS
TERESI	KATHERINE	LBHS
TERRANOVA	MARJORIE	VE
TERRANOVA-GARDNER	MICHELE	CE
THACKER	STEFANI	LBHS
THIARA	MOHANI	LBJHS
THOMAS	HEATHER	WUES

TODD	KELLY	CSJHS
TOMAS	TONY	LBHS
TORRES	MELANIE	HME
TORRES	CRISTALENE	LBHS
TRENT	MICHELE	CE
TRISTAN	ROSE	LBE
TUGMAN	RAY	LBHS
UBILLA	PAULINE	DW
VALADAO	DAYNA	WUES
VAUGHN	REX	LBJHS
VAUSE	MICHELE	LBE
VAZ	MARYANNE	LFE
VERA	PAMELA	VE
VIERRA	SARAH	HME
VIERRA	MARISSA	LFE
VILLA	LUPE	LFE
WALLACE	MICHAEL	CSJHS
WALLACE	ROBBIE	CSJHS
WALLACE	JOHN	PHS
WALSH	JASON	LBJHS
WALSH	TAWNY	WUES
WATKINS	DAYNA	LBJHS
WEATHERS	SHELLY	LBHS
WEBSTER	ANDREE	LBJHS
WENIG	JOHN	PHS
WILKIN	JENNIFER	MSE
WILLIAMS	SUMMER	WUES
WILSON	HOWARD	CSJHS
WILSON	ERICA	RME
WILSON	ELISE	WUES
WINBURN	JOHN	CSJHS
WINDECKER	BRIANNE	WUES
WOITAS	ASHLEY	CSJHS
WOLFSEN	LEIGH ANN	WUES
WOOD	KIRSTEN	HME
WORMSTALL	SAMANTHA	DW
WORMSTALL	VALERIE	MSE
WORMSTALL	KELSEY	VE
YANG	MAI	MSE
YASIN	ROSALVA	LBE
YASIN	ADAM	PHS
YOUNCE	SUSAN	DW
ZUNIGA	DAVID	CSJHS

Board Reference Material

SUBJECT TITLE: 2017-2018 Permanent Employees

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

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

BACKGROUND INFORMATION:

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

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None at this time.

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

None

ORIGINATOR: Tammie Calzadillas, Assistant Superintendent, Human Resources
Date: April 6, 2017

Last Name	First Name	Site	Credential Held	Authorized Subject
Alvarenga	Laura	LBJH	Preliminary Single Subject Teaching Credential	English
Baker	Amber	RME	Preliminary Multiple Subject Teaching Credential	General Subjects
Barcellos	Rachel	LBJHS	Preliminary Multiple Subject Teaching Credential	General Subjects
Bell	Christopher	LBJH	Preliminary Multiple Subject Teaching Credential	General Subjects
Brar	Daniela	PHS	Preliminary Single Subject Teaching Credential	English
Coelho	Amanda	WUES	Clear Multiple Subject Teaching Credential	General Subjects
Drake	Kevin	PHS	Preliminary Single Subject Teaching Credential	Science
Elam	Sarah	LBE	Clear Multiple Subject Teaching Credential	General Subjects
Garcia	Kenny	LBHS	Preliminary Single Subject Teaching Credential	Mathematics
Garibay Ochoa	Rogelio	PHS	Preliminary Single Subject Teaching Credential	Music
Gonzalez	Hector	PHS	Preliminary Single Subject Teaching Credential	Social Science
Gonzalez Barajas	Ulises	LBHS	Preliminary Single Subject Teaching Credential	Social Science
Jacobo	Adam	PHS	Preliminary Single Subject Teaching Credential	Agriculture
Lara	Victoria	LFE	Clear Multiple Subject Teaching Credential	General Subjects
Lewis	Sharon	PHS	Preliminary Single Subject Teaching Credential	Social Science
Martinez	Erica	LBJH	Preliminary Single Subject Teaching Credential	Special Education
Robertson	Karen	RME	Clear Single Subject Teaching Credential	Special Education
Snively	Pamela	LBHS	Preliminary Single Subject Teaching Credential	English

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: Don Laursen, Director of Fiscal Services
Date: April 6, 2017

UNRESTRICTED/RESTRICTED COMBINED FUND: 01 GENERAL FUND/COUNTY SSF

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

REVENUE LIMIT SOURCES :	98,020,196.00	780,940.00	98,801,136.00	72,183,416.57	26,617,719.43	73.05
FEDERAL REVENUES :	5,318,775.00	1,379,241.00	6,698,016.00	2,383,903.76	4,314,112.24	35.59
OTHER STATE REVENUES :	11,361,639.00	2,287,647.00	13,649,286.00	7,590,039.53	6,059,246.47	55.60
OTHER LOCAL REVENUES :	674,599.00	632,283.00	1,306,882.00	1,014,361.14	292,520.86	77.61

* TOTAL YEAR TO DATE REVENUES * * 115,375,209.00 * 5,080,111.00 * 120,455,320.00 * 83,171,721.00 * 37,283,599.00 * 69.04

EXPENDITURE DETAIL

CERTIFICATED SALARIES :	47,682,801.00	215,466.00	47,898,267.00	34,778,414.42	13,119,852.58	72.60
CLASSIFIED SALARIES :	14,477,683.00	2,921,568.00	17,399,251.00	11,821,213.59	5,578,037.41	67.94
EMPLOYEE BENEFITS :	29,358,417.00	630,498.00	29,988,915.00	19,300,427.98	10,688,487.02	64.35
BOOKS AND SUPPLIES :	8,498,186.00	2,232,759.00	10,730,945.00	3,977,150.84	6,753,794.16	37.06
SERVICES, OTHER OPER. EXPENSE:	7,072,701.00	1,291,146.00	8,363,847.00	5,456,541.32	2,907,305.68	65.23
CAPITAL OUTLAY :	2,092,950.00	825,683.00	2,918,633.00	2,094,096.77	824,536.23	71.74
OTHER OUTGOING :	1,475,000.00	112,322.00	1,362,678.00	1,264,636.84	98,041.16	92.80
DIRECT SUPPORT/INDIRECT COSTS:	.00	421,702.00	421,702.00	.00	421,702.00	0.00
PRIOR YEAR EXPENDITURE :	1,062,381.00	134,878.00	1,197,259.00	1,184,996.38	12,262.62	98.97

* TOTAL YEAR TO DATE EXPENDITURES * * 111,720,119.00 * 7,717,974.00 * 119,438,093.00 * 79,877,478.14 * 39,560,614.86 * 66.87

OTHER FINANCING SOURCES (USES)

INTERFUND TRANSFERS - OUT :	3,500,000.00	16,899.00	3,516,899.00	3,516,898.92	.08	99.99
CONTRIB. - RESTRICTED PROGRAMS:	.00	.00	.00	.00	.00	NO BDGT

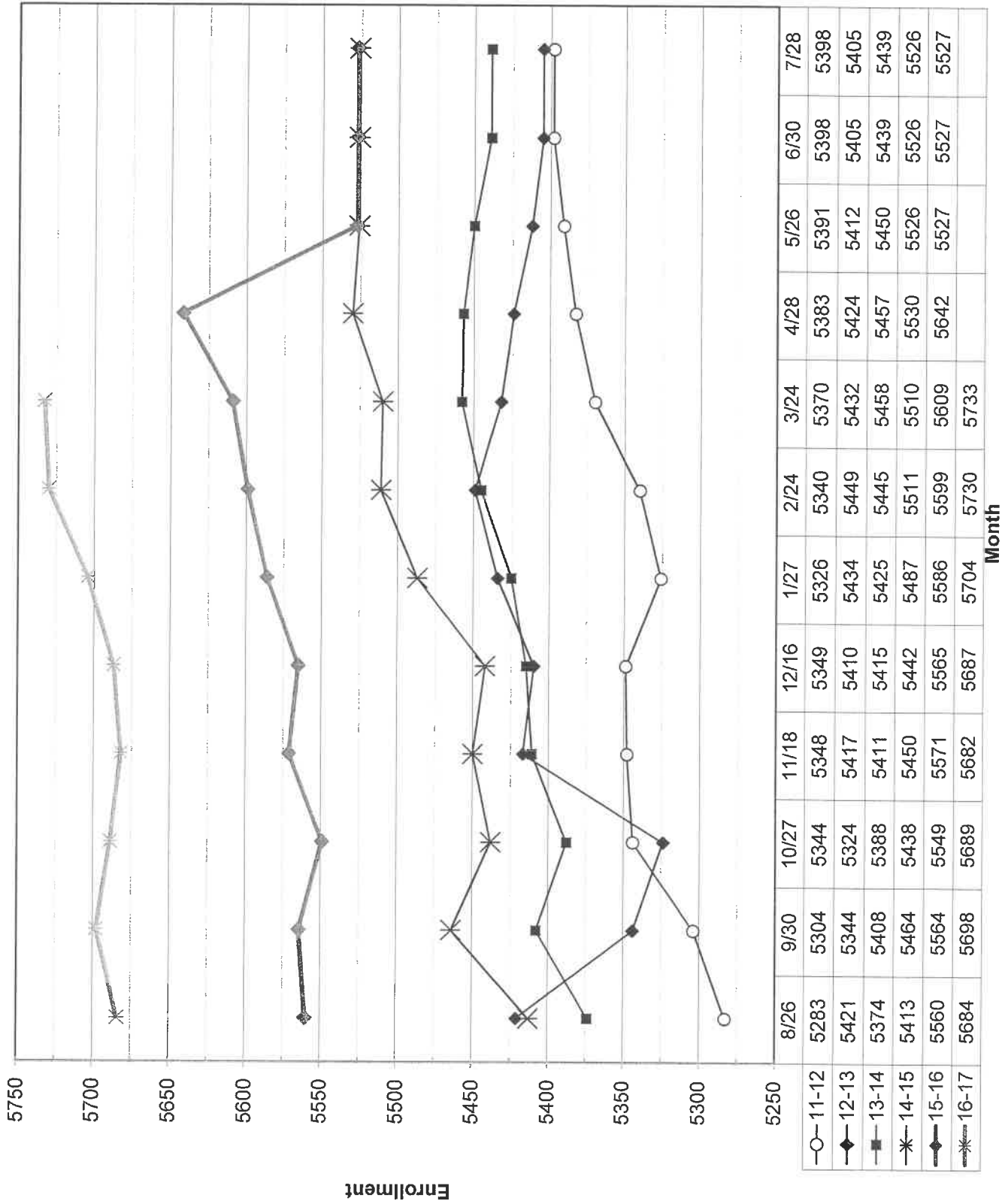
* TOTAL YEAR TO DATE OTHER FINANCING * 3,500,000.00 * 16,899.00 * 3,516,899.00 * 3,516,898.92 * .08 * 99.99

UNRESTRICTED/RESTRICTED COMBINED FUND: 01 GENERAL FUND/COUNTY SSF

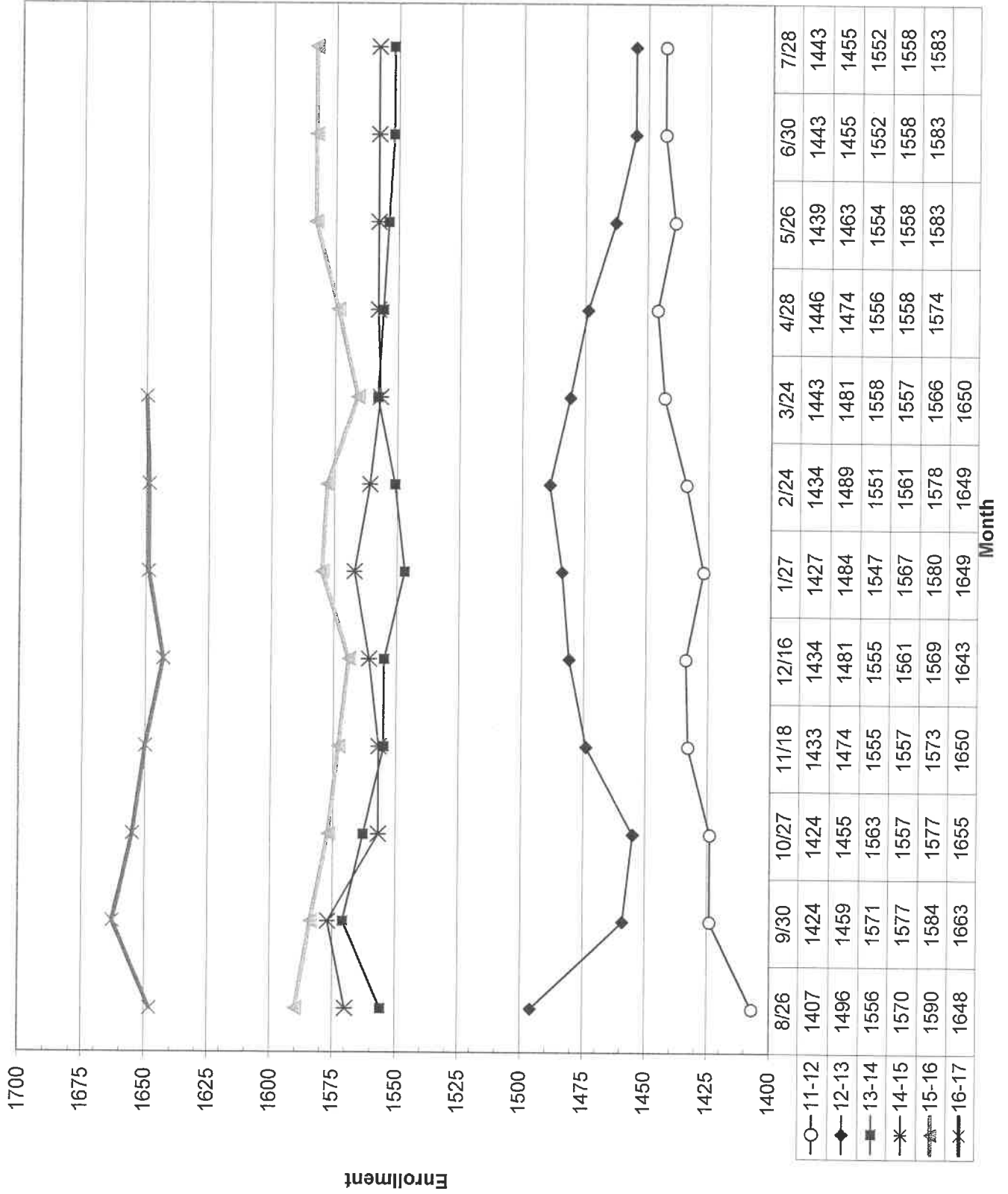
OBJECT NUMBER	DESCRIPTION	BEGINNING BALANCE	YEAR TO DATE ACTIVITY	ENDING BALANCE
FUND RECONCILIATION				
ASSETS AND LIABILITIES :				
9110	CASH IN COUNTY TREASURY	12,047,838.33	1,055,141.56-	10,992,696.77
9130	REVOLVING CASH ACCOUNT	24,850.00	50.00	24,900.00
9135	CASH W/ FISCAL AGENT	5.06-	5.06	.00
9210	ACCOUNTS RECEIVABLE PRIOR YEAR	3,287,454.67	3,239,120.95-	48,333.72
9310	DUE FROM OTHER FUNDS	298,187.81	298,187.81-	.00
9340	OTHER CURRENT ASSETS	2,250.00	.00	2,250.00
9510	ACCOUNTS PAYABLE CURRENT LIAB	2,711,416.34-	2,652,916.93	58,499.41-
9522	STRS REF EXCESS CONTRIBUTION	160.31-	6.34	153.97-
9550	USE TAX LIABILITY	11,138.50-	758.80-	11,897.30-
9553	REPAY	1,169.58	1,297.65	2,467.23
9554	INSURANCE	9,583.84	129,735.94	139,319.78
9556	MISC DISTRICT VOL-DEDS (1)		5,249.65-	5,249.65-
9557	Refunds of PERS, STRS, SS, MED		26.20-	26.20-
9564	RETIREE LIABILITY	99,663.30-	15,063.41-	114,726.71-
9567	INSURANCE MISCELLANEOUS	.18-	.18	.00
9610	DUE TO OTHER FUNDS	22,614.73-	22,614.73	.00
9650	UNEARNED (DEFERRED) REVENUE	533,181.79-	533,181.79	.00
* NET YEAR TO DATE FUND BALANCE	* *	12,293,154.02 *	1,273,739.76-*	11,019,414.26 *
* EXCESS REVENUES/(EXPENDITURES)	* *	12,293,154.02 *	1,273,739.76-*	11,019,414.26 *

OBJECT NUMBER	DESCRIPTION	ADOPTED BUDGET	BUDGET ADJUSTMENTS	CURRENT BUDGET	INCOME/ EXPENSE	BUDGET BALANCE	BUDGET % USED
REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE							
A.	REVENUES	115,375,209.00	5,080,111.00	120,455,320.00	83,171,721.00	37,283,599.00	69.04
B.	EXPENDITURES	111,720,119.00	7,717,974.00	119,438,093.00	79,877,478.14	39,560,614.86	66.87
C.	EXCESS REVENUES (EXPENDITURES)	3,655,090.00	2,637,863.00-	1,017,227.00	3,294,242.86	2,277,015.86-	323.84
D.	OTHER FINANCING SOURCES (USES)	3,500,000.00-	16,899.00-	3,516,899.00-	3,516,898.92-	.08-	99.99
E.	NET CHANGE IN FUND BALANCE	155,090.00	2,654,762.00-	2,499,672.00-	222,656.06-	2,277,015.94-	8.90
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	155,090.00	2,654,762.00-	2,499,672.00-	222,656.06-	2,277,015.94-	8.90

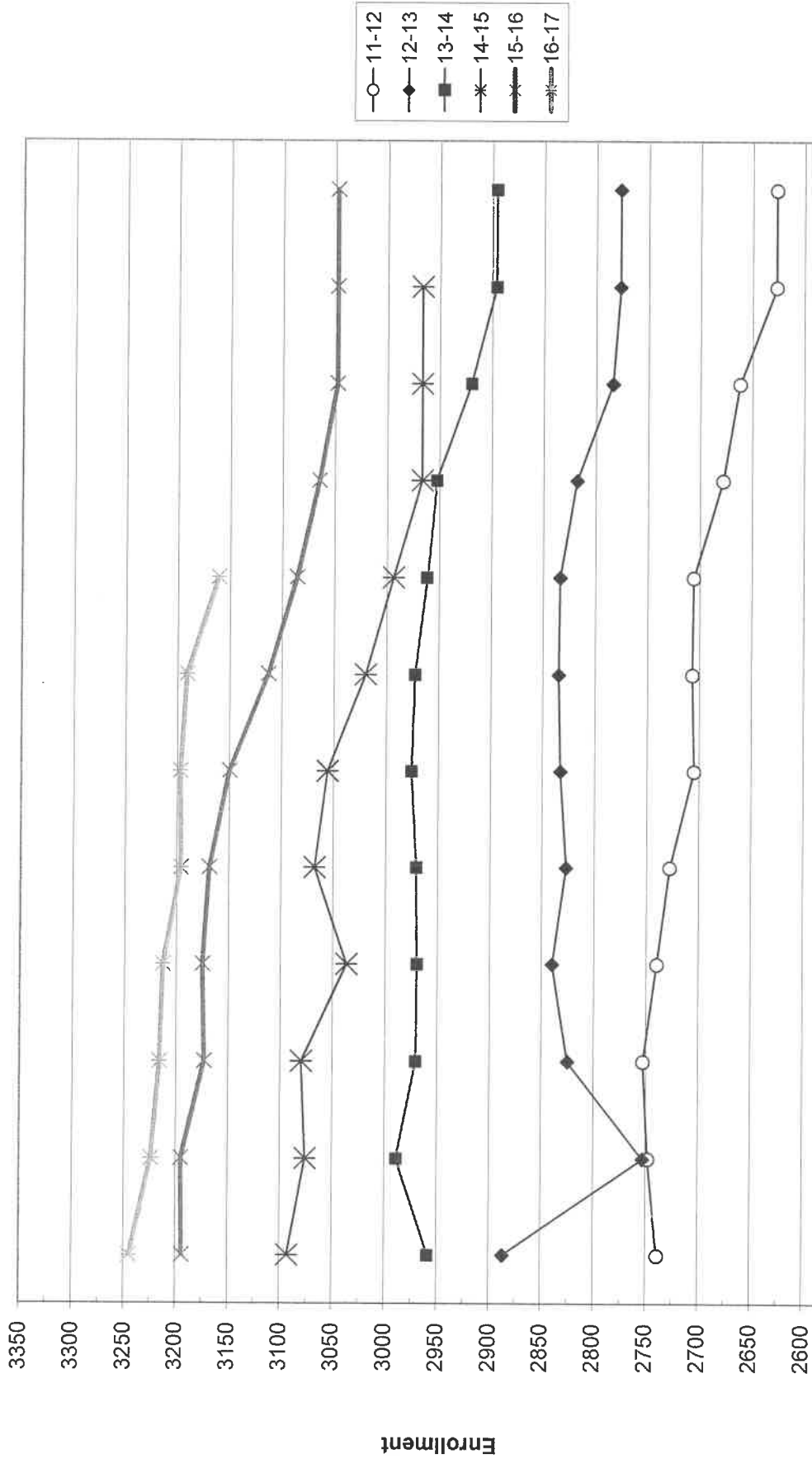
K-6 Enrollment (including SDC) by Month



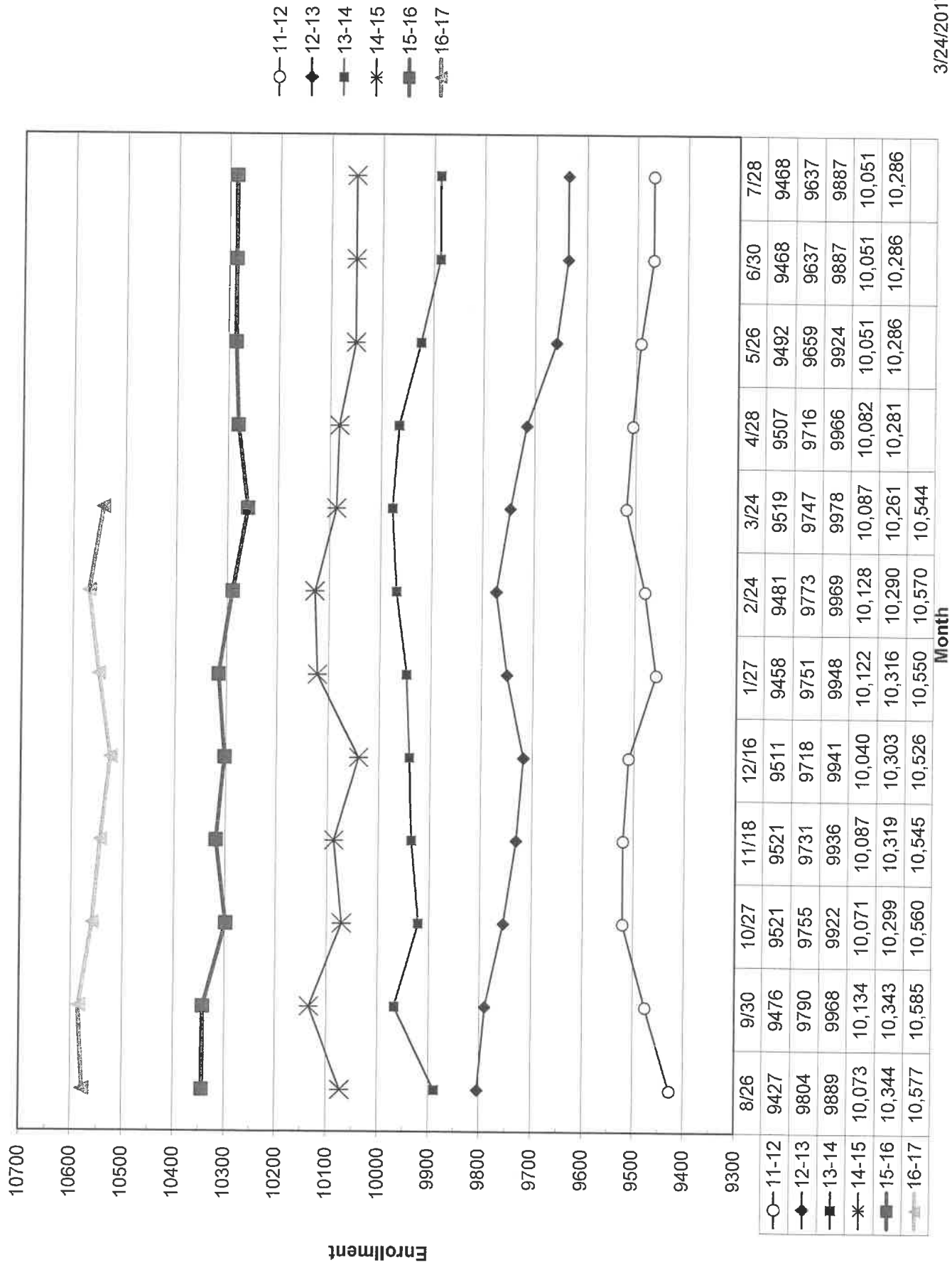
7-8 Enrollment (including SDC)



9-12 Enrollment (including SDC)



K-12 Enrollment (including SDC) by Month



Los Banos Unified School District
2016-2017 Developer Fees

	2014-15	Monthly %	Cumulative %	2015-16	Monthly %	Cumulative %	2016-17	Monthly %	Cumulative %
JUL	\$117,386.08	12.91%	12.91%	\$109,941.25	7.48%	7.48%	\$5,731.20	0.62%	0.62%
AUG	\$78,003.40	8.58%	21.48%	\$105,310.08	7.17%	14.65%	\$26,649.18	2.89%	3.51%
SEP	\$77,550.43	8.53%	30.01%	\$37,320.27	2.54%	17.19%	\$47,479.74	5.15%	8.66%
OCT	\$185,797.66	20.43%	50.43%	\$19,825.11	1.35%	18.54%	\$51,686.41	5.60%	14.26%
NOV	\$111,157.12	12.22%	62.65%	\$28,945.89	1.97%	20.51%	\$186,628.12	20.23%	34.49%
DEC	\$272,878.32	30.00%	92.65%	\$82,174.85	5.59%	26.11%	\$60,503.79	6.56%	41.04%
JAN	\$50,405.07	5.54%	98.19%		0.00%	26.11%	\$379,179.06	41.10%	82.14%
FEB	\$1,345.14	0.15%	98.34%	\$61,428.06	4.18%	30.29%	\$126,981.16	13.76%	95.91%
MAR		0.00%	98.34%	\$111,836.09	7.61%	37.90%	\$37,758.20	4.09%	100.00%
APR		0.00%	98.34%	\$304,266.24	20.71%	58.61%		0.00%	100.00%
MAY		0.00%	98.34%	\$436,037.69	29.68%	88.29%		0.00%	100.00%
JUN	\$15,090.57	1.66%	100.00%	\$171,996.03	11.71%	100.00%		0.00%	100.00%
TOTAL	\$909,613.79	100.00%		\$1,469,081.56	100.00%		\$922,596.86	100.00%	
	513,000.00			250,000.00			250,000.00		

Board Reference Material

SUBJECT TITLE: Williams Quarterly Complaint Report Summary

REQUESTED ACTION: Approve

Action X Discussion/Information

RECOMMENDATION:

It is recommended that the Board approve the January – March 2017 complaint summary as submitted.

BACKGROUND INFORMATION:

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

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

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

Compliance in Nature

ALTERNATIVES/IDENTIFIED OPPOSITION:

None

SPECIFIC FINANCIAL IMPACT:

None

ORIGINATOR: Paula Mastrangelo, Assistant Superintendent Elementary Education

DATE: April 6, 2017

Quarterly Uniform Complaint Report Summary for Submission to Merced County Office of Education													
Quarter Covered by this Report		X January to March		April to June		July to September		October to December		2016			
Textbooks & Instructional Materials: <i>Enter zero in any cell that does not apply.</i>				Facilities:				Teacher Vacancy & Misassignment				Totals	
# of complaints received in quarter	# of complaints resolved	# of complaints unresolved	# of complaints received in quarter	# of complaints resolved	# of complaints unresolved	# of complaints received in quarter	# of complaints resolved	# of complaints unresolved	# of complaints received in quarter	# of complaints resolved	# of complaints unresolved	# of complaints resolved	# of complaints unresolved
0	0	0	0	0	0	0	0	0	0	0	0	0	0
Submitted by: Paula Mastrangelo													
Title: Assistant Superintendent Elementary													
School District: Los Banos Unified													
Telephone: 209-826-3801 ext. 7007													
PLEASE RETURN VIA E-MAIL TO: Heather Woody - Merced County Office of Education - hwoody@mcoe.org													

Board Reference Material

SUBJECT TITLE: **Donation**

REQUESTED ACTION: Approve

 Action X

 Discussion/Information _____

RECOMMENDATION:

It is recommended the Board approve a monetary donation of \$150 from Rachel Barcellos/A-Bar Ag Enterprises to Los Banos Junior High School.

BACKGROUND INFORMATION:

Mrs. Barcellos has generously donated \$150 to help cover expenses associated with the spring carnival, and the cost of prizes to be awarded to students at the various booths. The Spring-Out-of-Testing carnival takes place yearly after state testing in recognition of students putting forth their best effort on the CAASPP.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This is an operational activity that is used by the school site as a reward for students.

ALTERNATIVES/IDENTIFIED OPPOSITION:

None

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

None

ORIGINATOR: Deo Brasil, Principal, Los Banos Junior High School
Date: April 6, 2017



Los Banos Unified School District

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

DONATION ACCEPTANCE FORM

Name of Donor: Rachel Barcellos - A-Bar Ag Enterprises

Address: 27480 S. Bennett city: Firebaugh Zip: 93622

Phone: 209-667-5719

Type of Donation:

Monetary Donation \$ 150⁰⁰

In-Kind Donation (other than monetary)

Description of Donation: donation to PBIS carnival.

Donor's estimate of approximate present value \$ _____

Intended use of donation: PBIS Spring carnival

Comments: _____

Rachel Barcellos

Signature of Donor

Date donation was approved by the Board: _____

Board of Trustees

Mr. Anthony Parreira, *President* Ms. Marlene Smith, *Vice President* Mr. Tommy Jones, *Clerk*
Mr. Dennis Areias Mrs. Carole Duffy Mr. Dominic Falasco Mr. John Mueller

Administration

Steve M. Tietjen, Ed.D., *Superintendent*
Dean Bubar, *Assistant Superintendent, Administrative Services*
Pat Atkins, *Assistant Superintendent, Human Resources*
Paul Enos, *Assistant Superintendent, Secondary Education*
Paula Mastrangelo, *Assistant Superintendent, Elementary Education*

SUBJECT TITLE: Movies for Los Banos Unified School District

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION

It is recommended the Board approve the attached movies;
Christa McAuliffe; Reach for the Stars for LBJH Math/Elective Dept
4 Minute Mile and *McFarland* for The LBJH English Dept

BACKGROUND INFORMATION:

LBUSD school sites have been asked to review any videos that may be shown in classrooms. All movies which have a “PG”, “PG-13” or “R” rating are required to be submitted to the LBUSD Curriculum Council for initial approval, and then to the Board for final approval. Once approved, these movies require the teacher to inform parents of the specific video, the intended use of the video as an instructional tool, and the acquisition of a clear parent or guardian signature of approval on a permission slip. (Educational movies or movies rated “G” do not fit in this category.)

The District Curriculum Council reviewed and approved these movies at its March 16th 2017 meeting.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

Opposition: None identified.

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

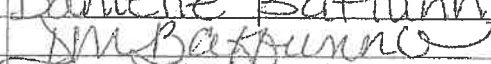
None

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

DATE: April 6, 2017

Los Banos Unified School District

Movie Request as Classroom Resource

Date:	2/24/17	
To:	Curriculum Council	
Originator's Name:	Danielle Baffunno	
Signature:		
Department:	ENGLISH	
Course Title:	ELD/ELA	
MOVIE TITLE:	4 Minute Mile	
Movie Rating	<input checked="" type="checkbox"/> PG-13 <input type="checkbox"/> R <input type="checkbox"/> No Rating	
State Standards:	ELD Part 1 Interacting in meaningful ways A Collaborative 1. Exchanging info. + ideas... on a range of social/academic subjects	
Describe how this resource (title) will support the curriculum.	SL.8.1, 6; L.8.3, 6 The theme of the movie will be a powerful connection to ELL students to motivate their language production + writing.	
Outcomes: the student will...	produce academic conversation and grade level writing	
Comments:	having two movies will allow us to compare + contrast (similar theme)	

All movies which have a "PG", "PG-13" or "R" rating are required to be submitted to the LBUSD Curriculum Council for initial approval, and then to the Board for final approval. Once approved, these movies require the teacher to inform parents of the specific video, the intended use of the video as an instructional tool, and the acquisition of a clear parent or guardian signature of approval on a permission slip. (Educational movies or movies rated "G" do not fit in this category.)

For more information, please see LBUSD, BP 6161.11

Department Chair: B. Christiansen 3/7/2017
Date

Principal of Designee Approval: Dea Brasil 3/7/17
Date

Curriculum Council Approval: Paul Eins 3/16/17
Date

Board Approval: _____
Date

**Los Banos Unified School District
Movie Request as Classroom Resource**

Date:	11/28/2016
To:	Curriculum Council
Originator's Name:	Valentina Mascorro
Signature:	<i>Valentina Mascorro</i>
Department:	Math/Electives
Course Title:	CCPM 1, CCPM 2, MESA 7/8
MOVIE TITLE:	Christa McAuliffe: Reach for the Stars
Movie Rating	No Rating
State Standards:	Mathematical Practices: (6) Attend to Precision
Describe how this resource (title) will support the curriculum.	During a NASA presentation, someone said that the challenger exploded because there was a mistake on converting units. I hope that by watching the movie the students realize the importance of attending to precision.
Outcomes: the student will...	By watching the movie, I hope that students improve their calculations accuracy.
Comments:	

All movies which have a "PG", "PG-13" or "R" rating are required to be submitted to the LBUSD Curriculum Council for initial approval, and then to the Board for final approval. Once approved, these movies require the teacher to inform parents of the specific video, the intended use of the video as an instructional tool, and the acquisition of a clear parent or guardian signature of approval on a permission slip. (Educational movies or movies rated "G" do not fit in this category.)

For more information, please see LBUSD, BF 6161.11

Department Chair: *Christa Bruner* Date 11/28/2016

Principal of Designee Approval: *Deo Brasil* Date 11/28/16

Curriculum Council Approval: *Prof. Eros* 3/16/17 Date

Board Approval: _____ Date

Los Banos Unified School District Movie Request as Classroom Resource

Date:	2/24/17	
To:	Curriculum Council	
Originator's Name:	Danielle Baffunno	
Signature:	<i>[Handwritten Signature]</i>	
Department:	ENGLISH	
Course Title:	ELD/ELA	
MOVIE TITLE:	McFarland	
Movie Rating	<input checked="" type="checkbox"/> PG <input type="checkbox"/> R <input type="checkbox"/> No Rating	
State Standards:	FLD Part 1 interacting in meaningful ways A. Collaborative SL 8.1, 6; L. 8.3, 6	
Describe how this resource (title) will support the curriculum.	The theme of the movie will be a powerful connection to ELL students to motivate their language production and writing.	1. exchange information + ideas ... on a range of social + academic subjects
Outcomes: the student will...	Produce academic conversation and grade level writing.	level
Comments:	having two movies will allow us to compare + contrast (similar theme)	

All movies which have a "PG", "PG-13" or "R" rating are required to be submitted to the LBUSD Curriculum Council for initial approval, and then to the Board for final approval. Once approved, these movies require the teacher to inform parents of the specific video, the intended use of the video as an instructional tool, and the acquisition of a clear parent or guardian signature of approval on a permission slip. (Educational movies or movies rated "G" do not fit in this category.)

For more information, please see LBUSD, BP 6161.11

Department Chair: *B. Christiansen* 3/7/2017
Date

Principal of Designee Approval: *Deo Brasil* 3/7/17
Date

Curriculum Council Approval: *Paul J. Evers* 3/16/17
Date

Board Approval: _____
Date

Board Reference Material

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

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the agreements between Merced County Office of Education and Los Banos Unified School District for use of the Jack L. Boyd Outdoor School at Green Meadows by Westside Union Elementary School.

BACKGROUND INFORMATION:

Westside Union Elementary School's 6th grade class plans to attend Jack L. Boyd Outdoor School from October 9 – 13, 2017. The District must have an agreement in place with MCOE prior to attendance. The agreement must be with the District, not the booster group.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

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

N/A

ORIGINATOR: Dean Bubar, Acting Superintendent

Date: April 6, 2017

**AGREEMENT BETWEEN MERCED COUNTY OFFICE
OF EDUCATION AND LOS BANOS UNIFIED SCHOOL DISTRICT
(*Westside Union Elementary*) FOR USE OF CAMP GREEN MEADOWS
OUTDOOR SCHOOL COMMENCING
October 9, 2017 AND ENDING October 13, 2017**

This Agreement is made and entered into on this 15th day of February 2017, by and between the Merced County Office of Education ("MCOE") and Los Banos Unified School District ("District") for the use of Camp Green Meadows Outdoor School, located in Fish Camp, California (the "Outdoor School"). MCOE and District shall collectively hereinafter be referred to as the "Parties."

AGREEMENT

ARTICLE 1

FACILITY AND PROGRAM RESERVATION AND PAYMENT SCHEDULE

1.1 Date(s) of Use.

District will commence its use of the Outdoor School beginning October 9, 2017 at 11:00 a.m. and ending October 13, 2017 at 11:30 a.m. Westside Union Elementary will be sharing facilities at Camp Green Meadows Outdoor School with Roeding Elementary and should coordinate with said school(s) for cabin leaders, nurse and field trips.

1.2 Payment for Use.

District will pay MCOE \$229.00 per student for a minimum of 60 students for a total of \$13,740.00. District will notify the Outdoor School of the final student number at least two (2) weeks prior to the first day of outdoor school. The maximum number of students per week is 145.

1.2.1 Deposit. District will pay MCOE a deposit in the amount of \$687.00 (five percent (5%) of the total contract amount) on or before *August 15, 2017* to secure the dates identified in Section .1 above. This deposit is non-refundable and will be credited against the total contract amount. The deposit will not be refunded in the event the contract is cancelled, regardless of the reason for the cancellation.

1.2.2 Final Payment. The amount of \$13,053.00 (the balance of the total contract price of \$13,740.00 less the deposit of \$687.00) will be transferred to MCOE within thirty (30) days following the District's use of the Outdoor School.

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

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

%	Fd	Resc	Y	Objt	So	Goal	Func	Sch	DD1	DD2

**ARTICLE 2
TRANSPORTATION AND DISTRICT SUPPORT**

2.1 Transportation.

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

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

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

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

2.2 District Support.

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

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

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

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

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

CONTACT 1:

Name: Joe McCulloch
Title: Principal
Phone: 209-827-9390
Cell Phone: 209-587-1538

CONTACT 2:

Name: Kassandra Young
Title: Office Manager
Phone: 209-827-9390
Cell Phone: 209-489-5927

**ARTICLE 3
DISTRICT CONDUCT**

3.1 School Policy and Governing Laws.

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

**ARTICLE 4
INSURANCE AND INDEMNIFICATION**

4.1 Insurance.

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

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

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

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

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

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

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

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

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

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

4.2 Indemnification.

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

**ARTICLE 5
MISCELLANEOUS**

5.1 Modification.

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

5.2 Heirs, Successors and Assigns.

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

5.3 Party Employees.

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

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

5.4 Notices.

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

District: Los Banos Unified School District
 1717 South 11th Street
 Los Banos, CA 93635
 ATTN: Superintendent

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

5.5 Counterparts.

This Agreement may be executed in duplicate counterparts.

5.6 Severability.

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

5.7 Prevailing Party Fees.

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

5.8 Third-Party Beneficiaries.

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

5.9 No Partnership or Joint Venture.

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

5.10 Waiver.

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

5.11 Binding Effect.

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

5.12 Captions.

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

5.13 Further Assurances.

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

5.14 Mediation.

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

5.15 Authority.

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

5.16 Provisions Required by Law Deemed Inserted.

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

5.17 Ambiguities Not to be Construed Against Drafting Party.

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

5.18 Governing Law.

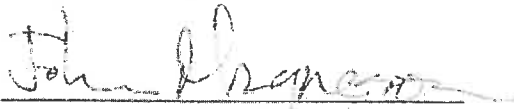
This Agreement shall be governed by and interpreted in accordance with the laws of the State of California and venue shall be in the appropriate Superior Court in Merced County, California.

5.19 Entire Agreement.

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

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

MERCED COUNTY OFFICE OF EDUCATION LOS BANOS UNIFIED SCHOOL DISTRICT

By: 
Title: Assistant Superintendent

By: _____
Title: _____

RETURN ADDRESS:

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

Board Reference Material

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

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the agreements between Merced County Office of Education and Los Banos Unified School District for use of the Jack L. Boyd Outdoor School at Green Meadows by Lorena Falasco Elementary School.

BACKGROUND INFORMATION:

Lorena Falasco Elementary School's 6th grade class plans to attend Jack L. Boyd Outdoor School from May 14 – March 18, 2018. The District must have an agreement in place with MCOE prior to attendance. The agreement must be with the District, not the booster group.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

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

N/A

ORIGINATOR: Dean Bubar, Acting Superintendent

Date: April 6, 2017

**AGREEMENT BETWEEN MERCED COUNTY OFFICE
OF EDUCATION AND LOS BANOS UNIFIED SCHOOL DISTRICT
(Lorena Falasco Elementary) FOR USE OF CAMP GREEN MEADOWS
OUTDOOR SCHOOL COMMENCING
May 14, 2018 AND ENDING May 18, 2018**

This Agreement is made and entered into on this 17th day of February 2017, by and between the Merced County Office of Education ("MCOE") and Los Banos Unified School District ("District") for the use of Camp Green Meadows Outdoor School, located in Fish Camp, California (the "Outdoor School"). MCOE and District shall collectively hereinafter be referred to as the "Parties."

AGREEMENT

ARTICLE 1

FACILITY AND PROGRAM RESERVATION AND PAYMENT SCHEDULE

1.1 Date(s) of Use.

District will commence its use of the Outdoor School beginning May 14, 2018 at 11:00 a.m. and ending May 18, 2018 at 11:30 a.m. Lorena Falasco Elementary may be sharing facilities at Camp Green Meadows Outdoor School with another school and should coordinate with said school(s) for cabin leaders, nurse and field trips.

1.2 Payment for Use.

District will pay MCOE \$229.00 per student for a minimum of 70 students for a total of \$16,030.00. **District will notify the Outdoor School of the final student number at least two (2) weeks prior to the first day of outdoor school. The maximum number of students per week is 145.**

1.2.1 Deposit. District will pay MCOE a deposit in the amount of \$801.50 (five percent (5%) of the total contract amount) on or before **August 15, 2017** to secure the dates identified in Section .1 above. This deposit is non-refundable and will be credited against the total contract amount. The deposit will not be refunded in the event the contract is cancelled, regardless of the reason for the cancellation.

1.2.2 Final Payment. The amount of \$15,228.50 (the balance of the total contract price of \$16,030.00 less the deposit of \$801.50) will be transferred to MCOE within thirty (30) days following the District's use of the Outdoor School.

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

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

%	Fd	Resc	Y	Objt	So	Goal	Func	Sch	DD1	DD2
100%	01	030	40	586	000	111	0100	0060	0600	0000

**ARTICLE 2
TRANSPORTATION AND DISTRICT SUPPORT**

2.1 Transportation.

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

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

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

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

2.2 District Support.

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

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

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

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

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

CONTACT 1:

Name: Jane Britnell
Title: Principal
Phone: (209) 827-5834
Cell Phone: (209) 535-6599

CONTACT 2:

Name: Laura Brady
Title: Assistant Principal
Phone: (209) 827-5834
Cell Phone: (209) 509-6898

**ARTICLE 3
DISTRICT CONDUCT**

3.1 School Policy and Governing Laws.

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

**ARTICLE 4
INSURANCE AND INDEMNIFICATION**

4.1 Insurance.

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

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

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

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

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

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

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

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

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

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

4.2 Indemnification.

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

**ARTICLE 5
MISCELLANEOUS**

5.1 Modification.

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

5.2 Heirs, Successors and Assigns.

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

5.3 Party Employees.

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

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

5.4 Notices.

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

District: Los Banos Unified School District
 1717 South 11th Street
 Los Banos, CA 93635
 ATTN: Superintendent

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

5.5 Counterparts.

This Agreement may be executed in duplicate counterparts.

5.6 Severability.

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

5.7 Prevailing Party Fees.

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

5.8 Third-Party Beneficiaries.

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

5.9 No Partnership or Joint Venture.

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

5.10 Waiver.

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

5.11 Binding Effect.

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

5.12 Captions.

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

5.13 Further Assurances.

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

5.14 Mediation.

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

5.15 Authority.

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

5.16 Provisions Required by Law Deemed Inserted.

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

5.17 Ambiguities Not to be Construed Against Drafting Party.

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

5.18 Governing Law.


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

5.19 Entire Agreement.

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

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

MERCED COUNTY OFFICE OF EDUCATION LOS BANOS UNIFIED SCHOOL DISTRICT

By: 
Title: Assistant Superintendent

By: _____
Title: _____

RETURN ADDRESS:

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

Board Reference Material

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

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the agreements between Merced County Office of Education and Los Banos Unified School District for use of the Jack L. Boyd Outdoor School at Green Meadows by Volta Elementary School.

BACKGROUND INFORMATION:

Volta Elementary School’s 6th grade class plans to attend Jack L. Boyd Outdoor School from October 2 – 6, 2017. The District must have an agreement in place with MCOE prior to attendance. The agreement must be with the District, not the booster group.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

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

N/A

ORIGINATOR: Dean Bubar, Acting Superintendent

Date: April 6, 2017

**AGREEMENT BETWEEN MERCED COUNTY OFFICE
OF EDUCATION AND LOS BANOS UNIFIED SCHOOL DISTRICT
(Volta Elementary) FOR USE OF CAMP GREEN MEADOWS
OUTDOOR SCHOOL COMMENCING
October 2, 2017 AND ENDING October 6, 2017**

This Agreement is made and entered into on this 15th day of February 2017, by and between the Merced County Office of Education (“MCOE”) and Los Banos Unified School District (“District”) for the use of Camp Green Meadows Outdoor School, located in Fish Camp, California (the “Outdoor School”). MCOE and District shall collectively hereinafter be referred to as the “Parties.”

AGREEMENT

ARTICLE 1

FACILITY AND PROGRAM RESERVATION AND PAYMENT SCHEDULE

1.1 Date(s) of Use.

District will commence its use of the Outdoor School beginning October 2, 2017 at 11:00 a.m. and ending October 6, 2017 at 11:30 a.m. Volta Elementary will be sharing facilities at Camp Green Meadows Outdoor School with Mercy Springs Elementary and should coordinate with said school(s) for cabin leaders, nurse and field trips.

1.2 Payment for Use.

District will pay MCOE \$229.00 per student for a minimum of 50 students for a total of \$11,450.00. **District will notify the Outdoor School of the final student number at least two (2) weeks prior to the first day of outdoor school. The maximum number of students per week is 145.**

1.2.1 Deposit. District will pay MCOE a deposit in the amount of \$572.50 (five percent (5%) of the total contract amount) on or before **August 15, 2017** to secure the dates identified in Section .1 above. This deposit is non-refundable and will be credited against the total contract amount. The deposit will not be refunded in the event the contract is cancelled, regardless of the reason for the cancellation.

1.2.2 Final Payment. The amount of \$10,877.50 (the balance of the total contract price of \$11,450.00 less the deposit of \$572.50) will be transferred to MCOE within thirty (30) days following the District’s use of the Outdoor School.

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

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

%	Fd	Resc	Y	Objt	So	Goal	Func	Sch	DD1	DD2

**ARTICLE 2
TRANSPORTATION AND DISTRICT SUPPORT**

2.1 Transportation.

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

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

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

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

2.2 District Support.

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

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

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

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

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

CONTACT 1:

Name: Jan Whitehurst
Title: Principal
Phone: (209) 826-2912
Cell Phone: (209) 617-7122

CONTACT 2:

Name: Paula Mastrangelo
Title: Elem. Area Administrator
Phone: (209) 826-3801
Cell Phone: (209) 509-5879

**ARTICLE 3
DISTRICT CONDUCT**

3.1 School Policy and Governing Laws.

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

**ARTICLE 4
INSURANCE AND INDEMNIFICATION**

4.1 Insurance.

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

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

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

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

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

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

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

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

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

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

4.2 Indemnification.

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

**ARTICLE 5
MISCELLANEOUS**

5.1 Modification.

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

5.2 Heirs, Successors and Assigns.

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

5.3 Party Employees.

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

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

5.4 Notices.

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

District: Los Banos Unified School District
 1717 South 11th Street
 Los Banos, CA 93635
 ATTN: Superintendent

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

5.5 Counterparts.

This Agreement may be executed in duplicate counterparts.

5.6 Severability.

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

5.7 Prevailing Party Fees.

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

5.8 Third-Party Beneficiaries.

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

5.9 No Partnership or Joint Venture.

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

5.10 Waiver.

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

5.11 Binding Effect.

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

5.12 Captions.

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

5.13 Further Assurances.

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

5.14 Mediation.

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

5.15 Authority.

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

5.16 Provisions Required by Law Deemed Inserted.

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

5.17 Ambiguities Not to be Construed Against Drafting Party.

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

5.18 Governing Law.

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

5.19 Entire Agreement.

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

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

MERCED COUNTY OFFICE OF EDUCATION LOS BANOS UNIFIED SCHOOL
DISTRICT

By:  By: _____
Title: Assistant Superintendent Title: _____

RETURN ADDRESS:

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

Board Reference Material

SUBJECT TITLE: **2017 MCOE Lease Agreement for PHS Culinary Arts Classroom**

REQUESTED ACTION: Approve

Action X

Discussion/Information _____

RECOMMENDATION:

It is recommended the Board approve the attached lease agreement with Merced County Office of Education for the use of the PHS Culinary Arts classroom for 2017 extended year services.

BACKGROUND INFORMATION:

Merced County Office of Education has requested the use of the PHS Culinary Arts room to provide extended year services to Special Education students for 4 weeks in June of 2017. MCOE has contracted with the PHS Culinary Arts Instructor to teach the course and monitor the use of the classroom.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None

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

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

ORIGINATOR: Paul J Enos, Assistant Superintendent
Date: April 6, 2017

Merced County Office of Education

Steve Tietjen, Ed.D., Superintendent



Equal Opportunity Employer

CONTRACT AGREEMENT
between
MERCED COUNTY OFFICE OF EDUCATION
and
LOS BANOS UNIFIED SCHOOL DISTRICT
for
PACHECO HIGH SCHOOL CULINARY ARTS CLASSROOM

This Facility Lease (hereinafter "Lease") is made effective June 5, 2017, between MERCED COUNTY OFFICE OF EDUCATION (hereinafter referred to as "MCOE"), and LOS BANOS UNIFIED SCHOOL DISTRICT (hereinafter referred to as "District"), who agree as follows:

1. **LEASE OF PREMISES:** MCOE leases from District, and District leases to MCOE, the real property, including the facilities thereon, located at Pacheco High School, Culinary Arts classroom, 200 Ward Road, Los Banos, California ("the premises").
2. **TERM:** The term of this Lease shall commence on June 5, 2017, and continue until June 30, 2017.
3. **TERMINATION OF LEASE:** It is understood that this Lease shall be terminated by any of the following events:
 - (a) By expiration of the Lease; or
 - (b) By mutual agreement of both parties; or
 - (c) By MCOE immediately in the case of destruction as provided for in section 12 of this Lease; or
 - (d) By District upon default by MCOE as provided for in section 14 of this Lease if District elects termination as a remedy.
4. **RENTAL:** Except as set forth in section 6 of this Lease no payments or rents are due under this Lease.
5. **USE OF PREMISES:** MCOE shall use the premises for the purpose of providing extended school year culinary arts instruction to MCOE students with severe disabilities.
6. **MAINTENANCE AND REPAIRS:** District at its cost shall keep and maintain the premises in good order, condition, and repair, including the physical structures, flooring, all interior fixtures, all mechanical, electrical, lighting, water, heating, air conditioning, plumbing, security, interior and exterior painting, door

hardware, and landscaping. Pest control services shall be provided by District as deemed necessary.

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) Failure to pay rent when due, if the failure continues for one (1) month after notice has been given to MCOE;
- (b) Abandonment and vacation of the premises (failure to occupy and operate the premises for more than one (1) month shall be deemed an abandonment and vacation);

- (c) Failure to perform any other provision of this Lease, if the failure to perform is not cured within thirty (30) days after notice has been given to MCOE. If the default cannot reasonably be cured within thirty (30) days, MCOE shall not be in default of this Lease if MCOE commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default.

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

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


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

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

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

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

MERCED COUNTY OFFICE OF EDUCATION



Susan Coston, Assistant Superintendent
Special Education Department

2/28/17

Date

LOS BANOS UNIFIED SCHOOL DISTRICT

Dean Bubar, Acting Superintendent

Date

Board Reference Material

SUBJECT TITLE: Student Overnight travel

REQUESTED ACTION: Approve

Action X

Discussion/Information _____

RECOMMENDATION:

It is recommended the Board approve travel for Westside Elementary School 6th Grade students to attend an outdoor education trip to Jack L. Boyd Outdoor School at Green Meadows from October 9th to 13th 2017.

BACKGROUND INFORMATION:

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

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None identified

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

All expenses for this activity will be raised by the 6th grade classes with the help of the Westside Union Parent Club.

Jack L. Boyd Outdoor School: \$229/student (60) = \$13,740

Travel: 1 district bus/driver and van (estimate) = \$868.00

Two Teacher Stipends = \$2,000

Total expense for outdoor camp: \$16,290

Cost per student: \$271.50

ORIGINATOR: Joe McColloch, Principal Westside Elementary School

Date: April 6, 2017

Board Reference Material

SUBJECT TITLE: **Student Overnight Travel**

REQUESTED ACTION: Approve

Action X

Discussion/Information _____

RECOMMENDATION:

It is recommended the Board approve travel for Lorena Falasco Elementary School 6th Grade students to attend an outdoor education trip to Jack L. Boyd Outdoor School at Green Meadows from May 14-18, 2018.

BACKGROUND INFORMATION:

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

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None identified

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

All expenses for this activity will be raised by the 6th grade classes with the help of parents and the Lorena Falasco Elementary Parent Club.

Jack L. Boyd Outdoor School: \$229 /student (min. of 70 students) = \$16,030.

Travel: 2 district buses + drivers = \$ 1,618.80 district van = \$ 150.

Teacher stipend: 3 teachers @ \$123.00/day x 5 days x 3 teachers = \$1845.

Total estimated expense for outdoor camp: \$20,268.80

Substitutes for teachers: one substitute @ \$125/day x 5 days = \$625

ORIGINATOR: Jane Brittell, Principal Lorena Falasco Elementary School

DATE: April 6, 2017

Board Reference Material

SUBJECT TITLE: Student Overnight Travel

REQUESTED ACTION: Approve

Action X

Discussion/Information _____

RECOMMENDATION:

It is recommended the Board approve travel for Volta Elementary School 6th Grade students to attend an outdoor education trip to Jack L. Boyd Outdoor School at Green Meadows from October 2 – 6, 2017.

BACKGROUND INFORMATION:

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

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None identified

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

All expenses for this activity will be raised by the 6th grade classes with the help of parents and the Volta Elementary Family Club and possibly funds from the Fit Quest grant through Sutter Health.

Jack L. Boyd Outdoor School: \$229/student (min. of 50 students) = \$11,450.00

Travel: 1 district bus + driver = \$550.00;

Teacher stipend: 2 teachers @ \$110.00/day x 4 days = \$880.00

Total estimated expense for outdoor camp: \$12,880.00

Substitutes for teachers: None

ORIGINATOR: Jan Whitehurst, Principal, Volta Elementary School

DATE: March 7, 2017

Board Reference Material

SUBJECT TITLE: **Student Overnight Travel**

REQUESTED ACTION: Adopt

 Action X

 Discussion/Information

RECOMMENDATION:

It is recommended the Board approve travel for Mercey Springs sixth grade class to attend an Outdoor Education Trip to Jack L. Boyd Outdoor School (Fish Camp) beginning October 2, 2017 and returning October 6, 2017.

BACKGROUND INFORMATION:

The Jack L. Boyd Outdoor School provides the students an opportunity to receive outdoor science and environmental education. The facility is located at the edge of Yosemite Park. Students will receive curriculum/standards provided by their teachers and naturalists at the camp site.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS:

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None identified

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

The trip will be paid for by student fundraising and allocated money in site budget from the district. 50% will come from fundraising and 50% will come from the site budget.

Jack L. Boyd Outdoor School: \$290/student (75) -- \$21,750

Travel: 2 district bus + driver = \$1,30.00; 1 district van = \$300

Teacher stipend: 3 teachers @ \$123.00/day x 5 days = \$1,845.00

Substitutes for teachers: \$1,200

Total expense for outdoor camp: \$26,395

Cost per student: \$290

ORIGINATOR: Eric Sowersby, Principal, Mercey Springs Elementary School

Date: April 6, 2017

Board Reference Material

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

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the overnight travel for Tony Robledo, LBJH Athletics Director, to attend the CSADA conference (California State Athletic Directors Association) in Reno, Nevada on April 20-23, 2017

BACKGROUND INFORMATION:

- This conference is designed to address various issues related to athletics. The conference also provides professional development in the areas of effective coaching and other health related topics pertaining to school age children. A session being offered that is of particular interest to the LBJH athletics department is titled “Building a Quality Coaching Team at Your School.”

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

- None Identified.

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

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

The fiscal impact to the school site is the cost of the CSADA membership \$45.00, \$190 for the conference registration, and travel expenses. There is no additional cost for a substitute teacher as the conference takes place on non-instructional days. The conference and travel dates occur during the week of spring break.

-
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- **ORIGINATOR:** Deolinda Brasil, Principal Los Banos Junior High School
Date: April 6, 2017

Board Reference Material

SUBJECT TITLE: Teacher Out-of-State Travel

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve Kim Baptista to attend the Love and Logic: Success with Extremely Challenging & Acting Out Kids conference in Vail, Colorado, June 19 – 21, 2017.

BACKGROUND INFORMATION:

The conference will focus on strategies for dealing with bullying and teasing, and the four research based principles of Love and Logic: shared control, shared thinking, the importance of building and maintaining self-efficacy, and empathy.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None identified.

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

There is no fiscal impact to the District; the trip is funded by Los Banos Teachers Association up to \$1800; any excess amount will be covered by the employee.

ORIGINATOR: Jan Whitehurst, Principal, Volta Elementary School
DATE: April 6, 2017

Board Reference Material

SUBJECT TITLE: **Disposal of Obsolete Electronic Equipment**

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

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

BACKGROUND INFORMATION:

District staff has indicated that numerous computers and other electronic equipment has become inoperable and/or obsolete and are no longer being used by the District. A list of the obsolete equipment is attached.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None.

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

Monies received from the disposal of surplus property shall be placed in the General Fund.

ORIGINATOR: Garth Gomes, Information Systems Manager

Date: April 6, 2017

Site:
Date:

EX.	TYPE	DESCRIPTION (MAKE & MODEL)	SERIAL #	QTY	DIST. #	STATUS*
1	Desktops	Minolta EP 4320	3113122	1	07302	Beyond Repair
2	Desktops	Gateway E-2610D	39233750	13	08886	Beyond Repair
3	Desktops	Gateway E-2610D	40332632		09054	Beyond Repair
4	Desktops	Gateway E-2610D	39233757		N/A	Beyond Repair
5	Desktops	Gateway E-2610D	40332637		09059	Beyond Repair
6	Desktops	Gateway E-2610D	39233812		08925	Beyond Repair
7	Desktops	Gateway E-2610D	39233824		N/A	Beyond Repair
8	Desktops	Gateway E-2610D	39233801		N/A	Beyond Repair
9	Desktops	Gateway E-2610D	39233946		08855	Beyond Repair
10	Desktops	Gateway E-2610D	39233791		08917	Beyond Repair
11	Desktops	Gateway E-2610D	39233776		08895	Beyond Repair
12	Desktops	Gateway E-2610D	39233816		08933	Beyond Repair
13	Desktops	Gateway E-2610D	39233800		08871	Beyond Repair
14			39233767		08903	Beyond Repair
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						

*STATUS:
OBSOLETE
REPAIR NEEDED
BEYOND REPAIR