POSTED: 4-8-16

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 14, 2016
6:30 P.M. – Closed Session
7:00 P.M. – Regular Meeting

AGENDA

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

I. OPENING BUSINESS

A. Call Public Session to Order

B. Roll Call of Board Members Present

Dennis Areias	John Mueller
Carole Duffy	Anthony Parreira
Dominic Falasco	Marlene Smith
Tommy Jones	Ruby Ferolino

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

1. Student Discipline: Cases # 71574954, #5509765, #2502128, #6117958214 (Action)
2. Public Employee: Discipline/Dismissal/Release/Reassignment (Section 54957) (Action)
3. Leave Extension Request, classified employee (Section 54957) (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. Ruby Ferolino, 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
4. American Legion Post will introduce this year's candidates to Boy's State

VII. REPORTS

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

VIII. 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. #09-16, Volunteer Recognition Week, April 10-17, 2016
2. #10-16, Day of the Teacher, May 11, 2016
3. #11-16, Classified School Employees' Week, May 15-21, 2016

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

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

It is recommended the Board approve the Provisional Internship Permit as submitted.

Motion By_____ Seconded By_____
Proposed Action: Approve

C. LED Lighting Rebate Program (Page 13) **5 Min.**

It is recommended the Board accept help in applying for PG&E rebate program to move to eco-friendly lighting in schools.

Motion By_____ Seconded By_____
Proposed Action: Approve

D. Unrepresented Employees Salary Schedule (Page 14) **5 Min.**

It is recommended the Board approve the salary increases for unrepresented staff: permit teachers, administrators, supervisors, directors, and confidential employees.

Motion By_____Seconded By_____
Proposed Action: Approve

E. Assistant Superintendent Salary Adjustment (Page 16) **5 Min.**

It is recommended the Board approve the revised salary for the Assistant Superintendent.

Motion By_____Seconded By_____
Proposed Action: Approve

F. Revised Schedule of 2016 Board Meetings (Page 17) **5 Min.**

It is recommended the Board adopt the revised schedule for 2016 Board meetings as submitted.

Motion By:_____ Seconded By: _____
Proposed Action: Adopt

G. Legal Counsel Contract (Page 19) **5 Min.**

It is recommended the Board approve the appointment of an ad-hoc committee.

Motion by_____ Seconded by_____
Proposed Action: Approve

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 10, 2016 (Page 22)
2. Special Meeting, March 15, 2016 (Page 29)

B. Personnel Actions
1. Report of Certificated Employment (Page 30)
2. Report of Classified Employment (Page 31)

C. Certificated Contracts, 2016-17 (Page 32)

It is recommended the Board approve a list of certificated staff to be offered contracts for 2016-17.

D. Permanent Employee Status 2016-17 (Page 46)

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

E. Monthly Fiscal Report (Page 48)

The monthly Fiscal Report is provided for informational purposes.

F. Student Organization Review/Approval (Page 57)

It is recommended the Board approve the updated list of student organizations/clubs from Pacheco High School to include the addition of the "Skills USA Culinary Arts Club".

G. Williams Complaint Summary (Page 66)

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

H. Policy Update (Second Reading) (Page 68)

It is recommended the Board adopt Board Policy #3555, Nutrition Program Compliance.

I. Contracts/Agreements
1. Agreement, Sierra Nevada College, Student Teacher Agreement (Page 73)
2. Agreement, Brandman University, Student Teacher Agreement (Page 80)
3. MCOE, Jack L. Boyd Outdoor School (LFE) (Page 88)

J. Overnight/Out-of-State Travel

1. LBHS Counselors, American School Counselor Assoc. Annual Conf., New Orleans, July 9-12, 2016 (Page 97)
2. Charleston 5th Graders, Covered Wagon Trip, Madera, CA, May 12-15, 2016 (Page 98)
3. LFE 6th Graders, Jack L. Boyd Outdoor School, Feb. 27- Mar. 3, 2017 (Page 99)
4. VE 6th Graders, Jack L. Boyd Outdoor School, Oct. 3-7, 2016 (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 10 - 17, 2016 for "National Volunteer Week"; May 11, 2016 as "Day of the Teacher", and May 15 - 21, 2016 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: Steve M. Tietjen, Ed.D, Superintendent
Dated: April 14, 2016

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

Resolution #09-16

VOLUNTEER RECOGNITION

"Volunteers Give the Time of Their Lives"

WHEREAS, April 10 - April 17, 2016, 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 ninth day of April, 2016 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 #10-16

DAY OF THE TEACHER

"Teachers Today...Touch Tomorrow"

WHEREAS, May 11, 2016, 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 ninth day of April, 2016 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 #11-16

CLASSIFIED SCHOOL EMPLOYEES' WEEK

"Together, Everyone Achieves More"

WHEREAS, May 15-21, 2016, 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 ninth day of April, 2016, 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: **Provisional Internship Permit**

REQUESTED ACTION:

Action ___X___ **Discussion/Information**_____

RECOMMENDATION:

Recommend the Board approve Provisional Internship Permit, which will allow the following teaching assignment for 12 months, beginning on March 1, 2016

BACKGROUND INFORMATION:

Garcia, Adariana – Special Day Class - RME

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

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?
By providing continued instruction to students.

ALTERNATIVES/IDENTIFIED OPPOSITION:

None

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

None

ORIGINATOR: Pat Atkins, Area Administrator, of Human Resources
Date: April 14, 2016

State Of California
Commission On Teacher Credentialing
Certification Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

VERIFICATION OF REQUIREMENTS
For the Provisional Internship Permit

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

Name of Applicant Adariana Garcia

SSN _____

Name of Employing Agency LOS BANOS UNIFIED SCHOOL DISTRICT

County/District/CDS Code 24 -65755

- ☐ Multiple Subject
- ☐ Single Subject - Specify subject(s): _____
- ☑ Education Specialist - Specify specialty area(s): Special Day Class

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

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

   Required recruitment methods (provide photocopies of **all** of the following):
   - ☑ Distributed job announcements
   - ☑ Contacted college or university placement centers
   - ☑ Advertised on the Internet

   Optional recruitment methods (in addition to the required methods above):
   - ☑ Advertised in professional journals
   - ☑ Attended job fairs in California
   - ☑ Attended recruitment out-of-state
   - ☑ Contacted California teacher recruitment centers
   - ☑ Advertised in local/national newspapers
   - ☑ Other (explain) LBUSD Job Fair 1-20-16

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

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

(continued)

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

☐ **County Offices of Education, Nonpublic Schools, Statewide Agencies, and Charter Schools**
Public notice was posted at least 72 hours before the position was filled. A copy of the dated notice is attached.

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

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

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

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

Applicant Signature _____

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

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

Signature _____

Title Assistant Superintendent, Human Resources

Date March 1, 2016

Board Reference Material

SUBJECT TITLE: **LED Lighting Rebate Program**

REQUESTED ACTION: Approve

Action__X___ Discussion/Information_____

RECOMMENDATION:

Accept help in applying for PG&E rebate program to move to eco-friendly lighting in schools.

BACKGROUND INFORMATION:

We were approached by a local businessman this past week regarding a rebate program that could potentially replace all classroom lighting in the District with new LED light panels. Since the rebate period is limited by the amount that is available for distribution, the sooner the District moves forward to capture these rebates, the more likely we are to qualify for them.

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):

All fixtures would be available at no charge to the District, but we would incur a cost to install them, either through using our own labor, or employing

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ORIGINATOR: Steve M. Tietjen, Ed.D., Superintendent
Date: April 14, 2016

Board Reference Material

SUBJECT TITLE: **Unrepresented Employees Salary Schedule**

REQUESTED ACTION: Approve

Action___X___ Discussion/Information_____

RECOMMENDATION:

It is recommended the Board approve the salary increases for the following unrepresented staff: permit teachers, administrators, directors, supervisors and confidential employees.

BACKGROUND INFORMATION:

The recommendation includes the same 1%-6%-3% raise for unrepresented employees over the next three years.

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):

These costs are reflected in the Second Interim Report as part of the projections for the coming two years.

ORIGINATOR: Pat Atkins, Assistant Superintendent
Date: April 14, 2016

Agreement between
Los Banos Unified School District
and
Unrepresented Employees

The District and the unrepresented employees agree to the following salary increases:

2015 – 2016: 1% on schedule salary increase retroactive to July 1, 2015.

2016– 2017: 6% on schedule salary increase.

2017 - 2018: 3% on schedule salary increase.

Board Reference Material

SUBJECT TITLE: **Assistant Superintendent's Salary Adjustment**

REQUESTED ACTION: Approve

Action_____ Discussion/Information__X____

RECOMMENDATION:

Provide the same salary increase to the Assistant Superintendent as is being given to the other management and certificated employees.

BACKGROUND INFORMATION:

When a salary settlement occurs with one group, it has been the practice of the Board to align the salary adjustments to other groups or individuals who have contracts with the Board. The unrepresented groups do not have a bargaining agent and the Board can act based on their best interest.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

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

The specific adjustment is 1% for 15-16; 6% for 16-17%; and 3% for 17-18.

ORIGINATOR: Steve M. Tietjen, Ed.D., Superintendent
Date: April 14, 2016

Board Reference Material

SUBJECT TITLE: **Revised 2016 Board Meetings Schedule**

REQUESTED ACTION: Adopt

Action __X__ Discussion/Information_____

RECOMMENDATION:

It is recommended the Board adopt the Revised 2016 Board meetings schedule.

BACKGROUND INFORMATION:

The Board Meeting Schedule for 2016 was approved at the December 10, 2015 Board meeting. The revised schedule has an additional Special Board Meeting on June 16, 2016.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS:

This is an operational activity and does support a specific Board Goal.

ALTERNATIVES/IDENTIFIED OPPOSITION:

None

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

None

ORIGINATOR: Steve M. Tietjen, Ed.D, Superintendent
Date: April 14, 2016

Name	Address	1st Contact	2nd Contact	3rd Contact	Email
Dennis Areias	13315 S. Baker Rd.	826-6242	509-5230	617-0430	denk@elite.net
Carole Duffy	1582 Persimmon Ct.	710-8244	(949)500-5495		cyd6233@aol.com
Dominic Falasco	958 J Street	675-5683	826-5200	826-5523	falascolaw@yahoo.com
Tommy Jones, Clerk	1348 El Camino Way	675-1089			mayortommyjones@gmail.com
John Mueller	18607 Ward Rd.	489-7185			Mueller690699@yahoo.co.uk
Anthony Parreira, President	1024 Jackson Ave.	704-1700			apinlb@gmail.com
Marlene Smith, VP	209 Orange Ave	509-9180	827-0105		Marlenesmith168@yahoo.com

Elected: November 2014 (next election 2018)
Dennis Areias **(1)**
John Mueller **(7)**
Anthony Parreira **(5)**
Marlene Smith **(3)**

Elected: November 2012 (next election 2016)
Carole Duffy **(6)**
Dominic Falasco **(4)**
Tommy Jones **(2)**

CSEA:
President: Norman Betteridge
VP: Mike Medrano
Secretary: Terri Todd
Treasurer: Veronica Garcia

LOS BANOS UNIFIED SCHOOL DISTRICT
REGULAR BOARD OF EDUCATION MEETINGS, 2015
2nd THURSDAY OF EACH MONTH (unless otherwise noted)
7:00 P.M.

Thursday, January 14, 2016 (Anthony)
Thursday, February 11, 2016 (Ruby)
Thursday, March 10, 2016 (Anthony)
Thursday, April 14, 2016 (Ruby-last)
Thursday, May 12, 2016 (Anthony-last)
Thursday, June 9, 2016
Thursday, July 21, 2016 (3rd Thursday)
Thursday, August 11, 2016
Thursday, September 8, 2016
Thursday, October 13, 2016
Thursday, November 10, 2016
Thursday, December 8, 2016

2016 Special Board of Education Meetings
Thursday, February 4, 2016 – 5:00 p.m., DO
Thursday, April 7, 2016 - Evaluations/Goal Setting - 8:00 a.m., DO
May 26, 2016 - Budget Study - 5:00 p.m., DO
June 16 – Public Adopts 2016-17 Budget

COMMITTEES:

Recreation Commission (2 year term)
Dominic Falasco (2017)

Merced County School Boards Assoc. (MCSBA) (2 year term)

Merced County School Board's Executive Board

County Committee on School District Organization (4 year term)

2X3
Dennis Areias, Carole Duffy, John Mueller

Facilities Committee
Dennis Areias, Dominic Falasco, Anthony Parreira

Finance Committee
Dennis Areias, John Mueller, Marlene Smith

Scholarship Committee
Carole Duffy, Tommy Jones
Steve Tietjen, Don Laursen, Thais Duni

Curriculum Council Rep:
Tommy Jones

December 14, 2012

Certified Fee: $3.30
Return Receipt: $2.70

Board Reference Material

SUBJECT TITLE: Legal Counsel Review of Contract

REQUESTED ACTION: Approve

Action__X___ Discussion/Information_____

RECOMMENDATION:

Board members have requested a review of the law firm (AALRR) that represents the District in routine and personnel matters. Staff recommends that the Board President appoint an ad-hoc committee to review District participation in the Merced County Legal Consortium and prepare a recommendation for the Board to take action at the May meeting. BP 9124 provides for such a review on an annual basis.

BACKGROUND INFORMATION:

District participation in the Merced County Legal Consortium is outlined in a contract that calls for a renewal in June of 2016. This is the opportunity to review the value of our participation in the consortium.

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):

Unknown

ORIGINATOR: Steve M. Tietjen, Ed.D., Superintendent
Date: April 14, 2016

Los Banos USD | BB 9124 Board Bylaws

Attorney

The Governing Board recognizes the complex legal environment in which districts operate and desires reliable, high-quality legal advice at reasonable rates. In order to meet the district's legal needs, the Board may contract with county counsel, attorneys in private practice, or appoint legal counsel as a district employee or independent contractor. The Board also supports pursuing collaborative legal efforts with other agencies and districts as appropriate.

(cf. 3320 - Claims and Actions Against the District)

(cf. 3400 - Management of District Assets/Accounts)

(cf. 4312.1 - Contracts)

(cf. 9000 - Role of the Board)

(cf. 9260 - Legal Protection)

Duties of Legal Counsel

The district's legal counsel may: (Education Code 35041.5)

1. Render legal advice to the Board and the Superintendent or designee

2. Serve the Board and the Superintendent or designee in the preparation and conduct of district litigation and administrative proceedings

3. Render advice on school bond and tax increase measures and prepare the necessary forms for the voting of these measures

4. Perform other administrative duties as assigned by the Board and Superintendent or designee

Retaining Legal Counsel

When the district is seeking legal advice or representation, the Superintendent or designee shall initiate a Request for Proposals (RFP) to advertise and solicit proposals for legal services. In evaluating the proposals, the Board and Superintendent shall consider the firm's or attorney's background, experience, and reputation in education law; experience advising or representing school districts in California; fees; and experience of attorneys at the firm who will provide legal services.

The Board and Superintendent shall annually evaluate the performance of the firm and/or attorneys providing legal services in such areas as efficiency and adequacy of advice; results obtained for the district; reasonableness of fees; and responsiveness to and interactions with the Board, administration, and community. Upon a successful evaluation, the Board may renew the agreement with legal counsel without initiating an RFP.

The Board may also contract for temporary, specialized legal services without initiating an RFP when a majority of the Board determines that the unique demands of a particular issue or emergency situation so requires.

(cf. 2121 - Superintendent's Contract)

Contacting Legal Counsel

At his/her discretion, the Board president or Superintendent may confer with district legal counsel subject to any limits or parameters established by the Board. In addition, the Superintendent or Board president may contact district legal counsel to provide the Board with legal information or advice when so directed by a majority of the Board.

Individual Board members other than the Board president may not seek advice from district legal counsel on matters of district business unless so authorized by a majority of the Board.

(cf. 9200 - Limits of Board Member Authority)

(cf. 9321 - Closed Session Purposes and Agendas)

Legal Reference:

EDUCATION CODE

35041 Administrative adviser

35041.5 Legal counsel

35161 Powers and duties of governing board

35200-35214 Liabilities, especially:

35204 Contract with attorney in private practice

35205 Contract for legal services

GOVERNMENT CODE

814-895.8 Liability of public entities and public employees

995-996.6 Defense of public employees

26520 Legal services to school districts

53060 Special services and advice

Management Resources:

CSBA PUBLICATIONS

The Brown Act: School Boards and Open Meeting Laws, rev. 2007

Maximizing School Board Leadership: Boardsmanship, 1996

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Selecting and Working with a School Attorney: A Guide for School Boards, 1997

WEB SITES

CSBA: http://www.csba.org

California Council of School Attorneys:
http://www.csba.org/LegislationAndLegal/Legal/CaliforniaCouncilOfSchoolAttorneys.aspx">http://www.csba.org">http://www.csba.org/LegislationAndLegal/Legal/CaliforniaCc

National School Boards Association: http://www.nsba.org

State Bar of California: http://www.calbar.ca.gov

Bylaw LOS BANOS UNIFIED SCHOOL DISTRICT

adopted: December 11, 1997 Los Banos, California

revised: July 9, 2009

LOS BANOS UNIFIED SCHOOL DISTRICT
MINUTES OF THE REGULAR MEETING
OF THE BOARD OF EDUCATION
March 10, 2016

City Hall Council Chambers

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

PRESENT: Mr. Areias, Mrs. Duffy, Mr. Falasco (6:05), Mr. Jones (6:10), Mr. Mueller, 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: — Closed Session

1. Student Discipline: Cases # 5164671082, #1140933993, # 61706, #5503881 (Action)
2. Public Employee: Discipline/Dismissal/Release/Reassignment (Section 54957) (Action)
3. Leave Extension Request, classified & certificated employees (Section 54957) (Action)
4. Claim Against the District (Section 910): Government Claim filed by Claudia Silva (Action)
5. Conference with Labor Negotiator (Section 54957.6) Agency Negotiators: Steve Tietjen, Dean Bubar, Pat Atkins, Paul Enos and Paula Mastrangelo; Employee Organization: CSEA and Unrepresented (No action).

The regular session was opened at 7:03 P.M. — Regular Session

The audience was led in a pledge to the flag by Mr. Jason Walsh. — Pledge to Flag

On motion by Member Areias, seconded by Member Mueller, Trustees approved the agenda as submitted with a revision to the Certificated Employment Report. Ayes: Areias, Duffy, Falasco, Jones, Mueller, Parreira, Smith; Noes: 0; Absent: 0. Motion carried. — Approval of Agenda

Ms. Donalda Sousa, Instructional Aide at RME came forward and invited everyone to attend the RME Ag Day to be held on April 8, 2016 form 8:30 A.M.-10:30 P.M. Mr. Lawrence Mitchell, LBHS Track Coach, came forward and reported that the track at Loftin Stadium is in need of repair. Dr. Tietjen reported that maintenance was aware of the issue and sending someone out to repair the track. He encouraged no vehicles on the track to prevent further damage. Mr. Mitchell asked that rather than repair the track, a new all-weather track be installed. Mr. Jones reported that the Facilities Committee had met and discussed a "wish list" from the Principal and Athletic Director's at PHS and LBHS. He encouraged Mr. Mitchell to discuss his concerns with the Athletic Director at LBHS. Ms. Patricia Ramos Anderson, with the CAC, reported that the CAC is working with Merced County to help provide legal services to families in the surrounding area. There will be an informational event on March 22, 2016 at Romero School, Santa Nella. — Public Forum

The San Luis High School 2016 California State Champion LifeSmarts Team was recognized along with their coach, Karen Ellington. | Recognition/ Introductions

Pacheco High School Student Representative, Anthony Gutierrez, reported on the many activities at Los Banos and Pacheco High Schools. | Student Report

LBTA President, Mr. Randy Nocito reported that it has been a busy month for LBTA. He reported that there is a tentative agreement and two MOU's are on the agenda; he gave a brief report on the three items. He stated both MOU's were passed by LBTA rep council and asked for Trustee support. He publicly thanked the LBTA Rep Council: Andrea Clark, Ila Nelson, Francine Baker, Kim Parreira, Jason Walsh and Jim Foster, for all of their hard work, time and effort put into this process. He also acknowledged Dr. Tietjen and the District for the collaborative style that they brought to the negotiation table stating that LBTA appreciates their hard work. He also thanked and acknowledged his predecessor, Mr. Parreira and Dr. Tietjen for helping to pave the way for this process. | LBTA Report

No report | CSEA Report

Dr. Tietjen stated that Thais Duni will be calling the Scholarship Committee Board members to set-up a date to start the process for choosing scholarship recipients. He also asked if the District would be interested in being a sponsor for the Tomato Festival and Board Members agreed to sponsor the local event. He thanked all the staff and LBTA negotiating team, stating that it was a pleasure working with the group. He stated that a trust has been developed and he feels they are moving in the right direction. He thanked all teachers, stating that he appreciates all of their hard work. | Superintendent's Report

Mr. Edgar Sanchez, architect from Mangini & Associates, came forward and provided an update on Creekside Junior High, which is ahead of schedule. He stated that the Mercey Springs Elementary addition project will go out to bid in late March or early April, with a completion date in November or December. | Facilities Report

Mr. Mueller reported that he attended the LBHS FFA appreciation luncheon and thanked the Ag department. He also participated in the LBE Color Run, commenting that it was a lot of fun and a nice event for a good cause. Ms. Smith stated that she had attended the LBHS Mock Interviews, stating that it was a great time and congratulated students for a job well done. She also wished everyone a Happy Spring. Ms. Duffy – No Report, Mr. Areias attended the Merced County Education Report Luncheon given by retiring County Superintendent, Steve Gomes. He also attended open house at HME and was very impressed to see what staff and parents are doing to help students. He thanked all staff for everything they do for parents and students. He also attended the LBE Color Run. At the recent LBHS Mock Interview, he met new students to our District and was impressed with the positive comments they gave the education they are now receiving here in Los Banos. Mr. Falasco – No Report. Mr. Jones reported that he attended the Merced County Education Report Luncheon. Mr. Jones reported that he recently attended the CA Association of African American Superintendents and Administrators in Sacramento and that is was one of the best conferences he has ever attended. He said that he met with administrators and principals from Pomona and their numbers are identical to Los Banos. He stated that the conference made him realize that even though we live | Trustee Reports

in a small agricultural community, we have the same problems as intercity schools. He stated that he would like to meet with Mr. Enos and Ms. Mastrangelo and share the information he received. Mr. Parreira – No Report.

PHS Interact Club and Rotary Club representatives gave a brief report on the upcoming "Ready Set Shred" fundraiser that will take place at the PHS parking lot on Saturday, April 16, 2016 form 9:00 am- 1:00 pm.

PHS Interact Club Report

Mr. Lonnie Poindexter and Mr. Dennis Dunston of Total School Solutions reported on various types of construction delivery methods available to the District. Board members briefly expressed their concerns and asked for clarification regarding the different methods.

School Construction Delivery Methods

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

Second Period Interim Budget Report

No action taken.

Multi-Prime Construction

No action taken, however BBK will be notified that their letter of engagement is terminated and submit a final bill for services to date. Mr. Jones and Mr. Falasco voiced concerns about the value of the 'construction bond' for the Creekside Junior High School project. Specifically it was mentioned that there was a rumor that the value of the bond was less than the actual value of the project cost. Mr. Mueller asked that both bond and contract be reviewed.

Best, Best and Krieger Audit Proposal Review of CJHS

Dr. Tietjen asked for direction on the PHS field project. He stated that Siegfried Engineering has recommended two specific types of carpet, one for the football field and a different one for the softball field. They would like to purchase directly from the California Multiple Award Schedule (CMAS) list for the carpet and competitively bid, with pre-qualifications on the contractors, for the underground work.

No action taken.

Local Participation in Construction Projects

Ms. Mastrangelo and Mr. Enos updated the Board on the numerous academic supports that are in place for the 2015-2016 school year.

District Academic Support

Ms. Mastrangelo gave an update on 2015-16 single plans for student achievement. On motion of Member Mueller, seconded by Member Falasco, Trustees approved approve the 2015-2016 Single Plans for Student Achievement. Ayes: Areias, Duffy, Falasco, Jones, Mueller, Parreira, Smith; Noes 0; Absent: 0. Motion carried.

2015-2016 Single Plans for Student Achievement

On motion of Member Mueller, seconded by Member Jones, Trustees declare intent to adopt Board Policy #3555, Nutrition Program Compliance. Ayes: Areias, Duffy, Falasco, Jones, Mueller, Parreira, Smith; Noes 0; Absent: 0. Motion carried.

Policy Update (First Reading)

Public Hearing: CSEA Initial Bargaining Proposal

Mr. Parreira opened a public hearing on the initial bargaining proposal from CSEA at 9:43 P.M., no one came forward and the public hearing was closed at 9:44 P.M. On motion by Member Mueller, seconded by Member Falasco Trustees accepted the initial bargaining proposal from CSEA: Ayes: Areias, Duffy, Falasco, Jones, Mueller, Parreira, Smith; Noes 0; Absent: 0. Motion carried.

Job Description: License Clinical Social Worker

On motion of Member Mueller, seconded by Member Areias, Trustees approved the job description for a License Clinical Social Worker (LCSW). Ayes: Areias, Duffy, Falasco, Jones, Mueller, Parreira, Smith; Noes 0; Absent: 0. Motion carried

Addition to the Director and Supervisor Salary Schedule

On motion of Member Mueller, seconded by Member Areias, Trustees approved adding the Licensed Clinical Social Worker position to Director Supervisor Salary Schedule. Ayes: Areias, Duffy, Falasco, Jones, Mueller, Parreira, Smith; Noes 0; Absent: 0. Motion carried

Signing Bonus for Specific Single Subject Credentials

On motion of Member Jones, seconded by Member Smith, Trustees approved a $5000 signing bonus for Single subject credentials in Math, Science, and Special Education. Ayes: Areias, Duffy, Falasco, Jones, Mueller, Parreira, Smith; Noes 0; Absent: 0. Motion carried

LBTA Negotiated Tentative Agreement

Mr. Parreira opened a public hearing at 9:47 p.m. regarding the LBTA negotiated agreement; no one came forward and the public hearing was closed at 9:48 p.m. On a motion of Member Falasco, seconded by Member Mueller, Trustees ratified the negotiated agreement with the Los Banos Teachers' Association. Ayes: Areias, Duffy, Falasco, Jones, Mueller, Parreira, Smith; Noes 0; Absent: 0. Motion carried

LBTA DCBA

Mr. Parreira opened a public hearing at 9:48 p.m. regarding the Disclosure of Collective Bargaining Agreement; no one came forward and the public hearing was closed at 9:49 p.m. On a motion of Member Falasco, seconded by Member Jones, Trustees approved the LBTA Disclosure of Collective Bargaining Agreement. Ayes: Areias, Duffy, Falasco, Jones, Mueller, Parreira, Smith; Noes 0; Absent: 0. Motion carried

Memorandum of Understanding, LBTA

On Motion by Member Mueller, seconded by Member Jones, Trustees approved the M.O.U. with LBTA establishing Grade Level Planning Days and the Departmental Planning Days. Ayes: Areias, Duffy, Falasco, Jones, Mueller, Parreira, Smith; Noes 0; Absent: 0. Motion carried

Memorandum of Understanding, LBTA

On Motion by Member Mueller, seconded by Member Falasco, Trustees approved the M.O.U. with LBTA regarding support providers and mentor stipends. Ayes: Areias, Duffy, Falasco, Jones, Mueller, Parreira, Smith; Noes 0; Absent: 0. Motion carried

Support for November Statewide Bond Election

On a motion of Member Mueller, seconded by Member Jones, Trustees approved to formally support the State-wide School Bond that is on the ballot this coming November. Ayes: Areias, Duffy, Falasco, Jones, Mueller, Parreira, Smith; Noes 0; Absent: 0. Motion carried

On a motion of Member Mueller, seconded by Member Falasco, Trustees approved the scheduling of a superintendent search/succession plan and a survey form evaluation for the superintendent at the April 7, 2016 Special Board Meeting. Ayes: Areias, Duffy, Falasco, Jones, Mueller, Parreira, Smith; Noes 0; Absent: 0. Motion carried

April 7, 2016 Special Board Meeting

Ms. Duffy asked for clarification regarding the Hanover Research Partnership. Mr. Enos gave a brief explanation. On motion of Member Mueller, seconded by Member Areias, Trustees approved the Consent Calendar as submitted. Ayes: Areias, Duffy, Falasco, Jones, Mueller, Parreira, Smith; Noes 0; Absent: 0. Motion carried.

CONSENT CALENDAR

Trustees approved minutes of the special meeting held on February 4, 2016 and the regular meeting held on February 11, 2016.

Minutes

Appointment: Benson, Ilana – Lorena Falasco Elementary, Reading Intervention Teacher, Garcia, Adariana – Miano Elementary, Special Education Teacher, Resigned: King, Jamie – Los Banos Elementary, Assistant Principal - effective 6-30-2016, Franca, Haley – Pacheco High School, Social Science – effective 6-30-2016, Retired:Weaver, Keith – Los Banos Junior High, Science – effective 6-30-2016, Wynne, Carole – Pacheco High School – Foreign Language - effective 6-30-2016, Sheets, Rebecca – Los Banos Junior High – Math – effective 6-30-2016, Leave of Absence: Sikma, Kristal – 2015-16 School Year, New Hires: Cobos, Amanda, SS, Behavior Support Aide (6.0 Hrs), DeLaRosa, Briel, SS, Behavior Support Aide (6.0 Hrs), Rosas Rios, Martha, LBE, Instructional Aide (3.25 Hrs), Tamariz, Reyna, TR, Bus Driver (6.0 Hrs), Promotional: Ahumada, Mary – CJHS, Secretary II (8.0 Hrs), Bartlett, Kathy – CJHS, Registrar (8.0 Hrs), Bibanco, Alicia – CJHS, Account Clerk I (8.0 Hrs), Jones, Maria – CJHS, Bilingual Clerk Typist (8.0 Hrs), Lowe, Frank – CJHS, Head Custodian II (8.0 Hrs), Olivares, Nancy – RME, Clerk Typist (8.0 Hrs), Retired: Mitchell, Rosalinda – MA, Groundskeeper (8.0 Hrs) – Effective 1/28/16, Resigned: Bautista, Victoria – SS, Behavior Support Aide – Effective 2/12/16, Roark, Frank – PHS, Custodian – Effective 2/22/16, Torres Ortiz, Paola – LEAP, Instructional Aide – Effective 2/19/16, Vargas, Yvette – LBHS, Bilingual Instructional Aide – Effective 2/12/16.

Personnel Actions

The monthly Fiscal Report was submitted for Board information.

Fiscal Report

Trustees approved the 2016 Summer School schedule.

2016 Summer School Schedule

Trustees approved the following agreements/contracts:

1. Apple Inc., iPads for Creekside Junior High School
2. Hanover Research Partnership, research solutions
3. California State University, Fresno, Student Teacher Agreement
4. Teachers College of San Joaquin, Student Teacher Agreement
5. Demsey Filliger & Associates, Retiree Actuarial Valuation

Contracts/ Agreements

Trustees approved the following overnight/out-of-state travel:

1. PHS FFA Judging Team Finals, San Luis Obispo, CA, May 6-7, 2016
2. VE Teacher, "iTeach Gr. 2" Conference, Las Vegas, NV, July 18-20, 2016
3. SLHS, Students/Teacher, LifeSmarts Nationals in Denver CO, April 7-12, 2016

Overnight/Out-of-State Travel

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

Disposal of Obsolete Equipment

Trustees declared specified library books and/or textbooks from Westside Union Elementary School as obsolete and authorized their disposal in accordance with Board Policy #3270.

Obsolete Books

Trustees approved the warrants for payment.

Warrants

Reporting Closed Session Action: Expulsions

Student Discipline, Case #5164671082, #1140933993, #61706, and #5503881: On motion by Member Areias, seconded by Member Mueller, Trustees expelled students for the remainder of the 2015-16 school year and the fall semester of the 2016-17 school year. Ayes: Areias, Duffy, Falasco, Jones, Mueller, Parreira, Smith; Noes 0; Absent: 0. Motion carried.

Personnel

On a motion of Member Jones, seconded by Member Areias, Trustees adopted Resolution #06-16 placing certificated employee #0141 on compulsory leave of absence. Ayes: Areias, Duffy, Falasco, Jones, Mueller, Parreira, Smith; Noes 0; Absent: 0. Motion carried.

On a motion of Member Areias, seconded by Member Duffy, Trustees adopted Resolution #07-16 regarding non-reelection of certificated employees. Ayes: Areias, Duffy, Falasco, Jones, Mueller, Parreira, Smith; Noes 0; Absent: 0. Motion carried.

Discussion, Information, and Future Agenda Items

Ms. Smith requested a multi-prime agreement for a new elementary school be an item on the next agenda. After a brief discussion it was agreed that item could not be voted on at this time. Mr. Falasco requested a special meeting to discuss the method of delivery for the MSE and PHS projects. Dr. Tietjen stated that he thought the Board had already been given direction on the PHS project, but the MSE project would need to be decided. It was agreed to hold a special board meeting on Tuesday, March 15th at 5:00 p.m. to discuss a method of delivery for the MSE addition. Mr. Jones asked that at the special board meeting the Board vote on a new law firm to investigate the Creekside Junior High project.

Closed Session

Board Members reconvened for closed session at 10:10 P.M.

Reporting Closed Session Action: Leave Request

On motion by Member Areias, seconded by Member Joes, Trustees approved the Leave Request from certificated employee #1831. Ayes: Areias, Duffy, Falasco, Jones, Mueller, Parreira, Smith; Noes 0; Absent: 0. Motion carried.

On motion by Member Areias, seconded by Member Jones, Trustees approved the leave extension request until June 30, 2016 from certificated employee #2660. Ayes: Areias, Duffy, Falasco, Jones, Mueller, Parreira, Smith; Noes 0; Absent: 0. Motion carried.

On motion by Member Jones, seconded by Member Mueller, Trustees approved the Leave Extensions Request with medical benefits for the next three months from classified employee #2615. Ayes: Areias, Duffy, Falasco, Jones, Mueller, Parreira, Smith; Noes 0; Absent: 0. Motion carried.

On motion by Member Areias, seconded by Member Smith, Trustees denied the Leave Extensions Request with medical benefits from classified employee #1071. Ayes: Areias, Duffy, Falasco, Jones, Mueller, Parreira, Smith; Noes 0; Absent: 0. Motion carried.

Claim Against District

On motion by Member Areias, seconded by Member Mueller, Trustees rejected a claim against the District: Government Claim filed by Claudia Silva. Ayes: Areias, Duffy, Falasco, Jones, Mueller, Parreira, Smith; Noes 0; Absent: 0. Motion carried.

Adjournment

The meeting was adjourned by Mr. Parreira at 10:36 P.M.

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SECRETARY

LOS BANOS UNIFIED SCHOOL DISTRICT
MINUTES OF THE SPECIAL MEETING
OF THE BOARD OF EDUCATION
BUDGET STUDY SESSION
March 15, 2016

LBUSD
Boardroom

Mr. Parreira called the special meeting to order at 5:00 p.m. — Call to Order

PRESENT: Mrs. Duffy, Mr. Jones, Mr. Mueller, Mr. Parreira, Ms. Smith — Roll Call

Absent: Mr. Areias, Mr. Falasco (5:10)

The audience was led in the Pledge of Allegiance by Mr. Jones. — Pledge

On motion of Member Jones, seconded by Member Smith, Trustees approved the agenda as submitted. Ayes: Duffy, Jones, Mueller, Parreira, Smith; Noes 0; Absent Areias, Falasco. Motion carried. — Approval of Agenda

Mr. Patricia Ramos Anderson came forward and encouraged transparency. She expressed concerns regarding the lease lease back procedure and the hiring of a firm to review the cost of the new junior high. — Public Comment

On motion of Member Jones, seconded by Member Falasco, Trustees approved a CM Multi-Prime as the method of delivery for MSE Phase II. Ayes: Duffy, Falasco, Jones, Smith; Noes: Mueller, Parreira; Absent: Areias. Motion carried. — Construction Delivery Method

On motion of Member Jones, seconded by Member Mueller, Trustees approved hiring the law firm of Herr, Pederson, Berglund to investigate the CJHS construction cost. Ayes: Duffy, Falasco, Jones, Mueller, Parreira, Smith; Noes 0; Absent: Areias. Motion carried. — Appointment for Analysis of CJHS Construction Cost

The meeting was adjourned by Mr. Parreira at 6:00 P.M. — Adjournment

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SECRETARY

LOS BANOS UNIFIED SCHOOL DISTRICT
DIVISION OF HUMAN RESOURCES

Pat Atkins, Assistant Superintendent

REPORT OF CERTIFICATED EMPLOYMENT
FOR BOARD APPROVAL – April 2016

APPOINTMENT:
Besecker, Kyle – Los Banos Junior High – Science Teacher- 2016-17 School Year
Williams, Summer – Westside Elementary – Elementary Teacher - 2016-17 School Year
Palofox, Heidi – Los Banos High School – English Teacher – 2016-17 School Year
Freitas, Keith – District Wide – Psychologist – 2016-17 School Year

RETIRED:
Koch, Eileen – effective 6/30/2016

RESIGNED:
Gamble, Ron – WUES - effective 6/30/2016
Johnson, Christine – WUES – effective 6/30/2016

LEAVE OF ABSENCE:
Moore, Christina – LBHS – 2016-2017 School Year

EXTRA DUTY
None

APPOINTMENTS:
None

RESIGNED:
None

LOS BANOS UNIFIED SCHOOL DISTRICT
DIVISION OF HUMAN RESOURCES

Pat Atkins, Assistant Superintendent

REPORT OF CLASSIFIED EMPLOYMENT
FOR BOARD APPROVAL – April 14, 2016

New Hires:
Campos Perez, Benjamin – MA, Groundskeeper (8.0 Hrs)
Garcia, Briana – LEAP, Instructional Aide (4.5 Hrs)

Appointments:

Promotional:
Araiza, Yolanda – LBJH, Secretary II (8.0 Hrs)
Chavez, Isaac - PHS, Custodian (8.0 Hrs)

Retired:
Dominguez, Ann – CE, Instructional Aide (3.0 Hrs) – Effective 6/3/2016

Resigned:

Leave of Absence:

Board Reference Material

SUBJECT TITLE: **Certificated Contracts, 2016-17**

REQUESTED ACTION: Approve

Action __X__ **Discussion/Information**_____

RECOMMENDATION:

It is recommended the Board authorize the Superintendent or designee to offer certificated contracts for the 2016 - 2017 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: Patrick Atkins, Assistant Superintendent– Human Resources
Date: April 14, 2016

LAST	FIRST	SITE	CLASS	STEP
ALLEN	MARY ELLEN	CE	6	19 (21)
ARAGONA	JULIE	CE	3	7 (8)
BETSCHART	STACY	CE	6	17
BOWMAN	MARGARET	CE	6	24
BRANVOLD	JIM	CE	6	28(38)
CALCAGNO	MARYLOU	CE	6	12
DAVIS	KATHLEEN	CE	6	19(23)
FUENTES	TIFFANY	CE	6	12
GOMES	ROXY	CE	6	24 (27)
HAYS	TAMI	CE	6	17
MARTIN	LYNN	CE	6	19(21)
ORDUNEZ	MARGARITA	CE	6	19
ROCHA	DAWN	CE	6	14
SOUZA	SARAH	CE	6	9
TERRANOVA-GARDNER	MICHELE	CE	5	13(15)
TRENT	MICHELE	CE	5	13
AMABILE	TERESA	CR	6	18
BUCKLEY	JANET	CR	3	5
GOMES	CRISTEN	CR	3	5
GUZMAN	ELUERECIA	CR	6	12
MARTIN	DEANNA	CR	6	5
SEQUEIRA	LYNN MARIE	CR	6	24 (27)
ZUSPAN	CLAUDINE	CR	4	10(13)
ALEXANDER	EMILY	CSJHS	4	4
BARCELLOS	ALEXANDRA	CSJHS	6	24
BARCELLOS	JENNIFER	CSJHS	6	19
BELL	CHRISTOPHER	CSJHS	1	3
CASCIA	BRIAN	CSJHS	5	13(15)
COX	STEPHEN	CSJHS	6	6
ECHOLS	JAMES	CSJHS	6	19 (20)
HARTLEY	DAVID	CSJHS	6	19
KENNEDY	DAMIEN	CSJHS	1	2
LOEFFLER	MATTHEW	CSJHS	6	28

MABE	CODY	CSJHS	3	4
MAGANA	MONICA	CSJHS	4	5
MOORE	KAREN	CSJHS	6	24
MOUILLESSEAUX	STEPHEN	CSJHS	3	2
ROEST	NATHAN	CSJHS	6	11
SHOTACK	STEVEN	CSJHS	6	19(21)
SORCI-QUEVEDO	CHRISTINE	CSJHS	4	10(11)
TODD	KELLY	CSJHS	6	10
WALI	RAQUEL	CSJHS	3	2
WALLACE	MICHAEL	CSJHS	4	10(18)
WALLACE	ROBBIE	CSJHS	6	15
WILSON	HOWARD	CSJHS	6	24(25)
WINBURN	JOHN	CSJHS	3	7(13)
ZUNIGA	DAVID	CSJHS	6	15
AMABILE	MICHELLE	DW	6	19 (21)
FERREIRA	MACKENZIE	DW	6	17
LARKINS	TRICHELLE	DW	6	17
NUTT	ELAINE	DW	6	24
SAWYER	SHARON	DW	6	11
UBILLA	PAULINE	DW	6	19
WORMSTALL	SAMANTHA	DW	6	3
YOUNCE	SUSAN	DW	6	19(23)
ANDERSON	HEATHER	HME	4	10(15)
ARROYO-LOPEZ	PATRICIA	HME	6	28(37)
BARRON	CAROLYN	HME	5	13 (15)
BOLES	YVETTE	HME	6	19(23)
BORREGO	LAURA	HME	6	19
BRADY	LAURA	HME	6	19 (20)
BRANDI	MELISSA	HME	4	3
CALHOUN	JILL	HME	6	16
CASCIA	MELANIE	HME	6	17
CRIVELLI	COURTNEY	HME	6	7
GARDNER	BRETT	HME	3	5
GOIS	ERMILINDA	HME	3	3

GOMES	CECILIA	HME	6	28
HATTON	MICHELLE	HME	5	13(18)
HERNANDEZ	MARIA	HME	6	19
INDART	BERNADETTE	HME	6	18
INDART	JEAN	HME	6	19
KEMP	GUADALUPE	HME	6	18
KNOESTER	BILLIE	HME	3	3
LEYVA	JENNIFER	HME	3	5
LINDBLOM	DANNYELL	HME	6	17
MERRILL	DEANNA	HME	6	9
MURPHY	DONNA	HME	5	13(19)
RICHARDSON	ALAN	HME	6	24 (27)
RIVAS	LUPITA	HME	6	10
ROCHA	JENNIFFER	HME	6	4
SANDOVAL	OYUKY	HME	1	2
SMITH	PAMELA	HME	3	7 (8)
SOLORIO	GEORGINA	HME	4	5
SOWERSBY	JENNIFER	HME	6	19(20)
VIERRA	SARAH	HME	6	16
WELCH	KELLI	HME	1	2
WESTFALL	ANGELA	HME	4	10(12)
ANDREWS	MARIA	LBE	5	13(16)
BATY	APRIL	LBE	6	19
BELTRAN	JULIE	LBE	6	24 (25)
BLARER	THELMA	LBE	6	28(30)
BRADY	KAREL	LBE	6	24
CASTANEDA	CHAMROEUN	LBE	6	11
CORTEZ	ERNESTO	LBE	6	24(28)
DE LA CRUZ	ALISHA	LBE	6	15
EBNER	KRISTEN	LBE	6	24 (26)
ELAM	SARA	LBE	4	5
ERRECA	ANN	LBE	6	19(21)
FALASCO	CONNIE	LBE	6	24(25)
FLORES	THOMAS	LBE	6	15

FRANCO	CYNTHIA	LBE	6	5
GARCIA	LUCY	LBE	4	6
HIXSON	KENNETH V.	LBE	6	19(23)
LINDSTRAND	MARY ANN	LBE	6	24 (27)
LOPEZ MADRIGAL	ANA	LBE	6	18
MCBRIDE	WOODROW	LBE	6	19 (21)
MCCOLLOCH	LORI	LBE	6	24 (27)
MILITANO	PATRICIA	LBE	6	24(26)
MILLER	JEFFERY	LBE	6	19(20)
MINOR	MICHAEL	LBE	6	16
MOLINA	MARILYN	LBE	6	18
PARREIRA	KIMBERLY	LBE	6	28(34)
PHAL	SOVOEUN	LBE	1	2
PURSER	LEANN A.	LBE	6	9
RASEY	LAURA	LBE	6	19(21)
ROCHA-OLIVEIRA	SHAWNA	LBE	6	16
SANTOS	PATRICIA	LBE	6	24 (27)
SILVA	JACLYN	MSE	6	11
SIMMONS	MARK	LBE	5	13(19)
SOUSA	CHRISTINA	LBE	1	2
VAUSE	MICHELE	LBE	6	16
VILLARREAL	MARIA	LBE	6	28(37)
YASIN	ROSALVA	LBE	6	11
AGUILAR	JEANETTE	LBHS	6	24 (25)
ARAMBEL	ROBERT	LBHS	6	15
BAKER	AMANDA M	LBHS	6	5
BARCELLOS	JOEY	LBHS	6	24 (27)
BETSCHART	JONATHAN	LBHS	6	16
BHASKAR	HANSA	LBHS	6	28(34)
BORELLI	LARRY	LBHS	6	16
BOWEN	DEVIN	LBHS	4	4
BRAND	C. J.	LBHS	3	7(9)
BRETZ	JASON	LBHS	6	19 (20)
BREWER	ANN	LBHS	6	19 (20)

CAROPRESO	DUSTIN	LBHS	6	16
CECCARELLI	JOHN	LBHS	6	11
CHRISTENSEN	JEFF	LBHS	3	4
COLEMAN	KEVIN	LBHS	3	3
COZZI	HEATHER	LBHS	6	4
CURUTCHAGUE	CLAUDIA	LBHS	5	13 (14)
DANNER	JOSH	LBHS	4	3
DAVIDSON	DEBORAH	LBHS	1	2
DE GRACE	MARION	LBHS	1	4
DEGOUGH	ERIN	LBHS	1	2
DUTRA	JENNIFER	LBHS	6	17
FALASCHI	SONIA	LBHS	6	19(20)
FARIA	MANUEL T.	LBHS	6	28(33)
GALLEGOS	TRINIDAD	LBHS	3	3
GARBER	CHARLES	LBHS	3	3
GARCIA	KENNY	LBHS	1	3
GONZALEZ	ULISES	LBHS	3	2
HALPIN	BOWMAN	LBHS	4	8
HALVERSON	CLIFFORD	LBHS	6	19 (22)
HAMMARI	STEVEN	LBHS	3	6
HANSON	NATHAN	LBHS	6	11
HEAD	LINDA	LBHS	6	17
HILL	RODNEY	LBHS	6	18
HOUCK	MICHELLE	LBHS	4	3
KRUGER	CAROLE	LBHS	4	10(12)
LUNA	JOSE	LBHS	1	4
MAIK	ANDREW	LBHS	6	19(20)
MANCIAS	JULIAN	LBHS	6	11
MC CULLOUGH	KIMBERLY	LBHS	5	13
MC CULLOUGH	STUART	LBHS	6	19(20)
NICOLETTI	ELISE	LBHS	6	24
NOCETI	LINDSAY	LBHS	1	2
NOCITO	RANDALL	LBHS	6	28(35)
NOIA	JOHN	LBHS	6	24(26)

ORR	JAMES	LBHS	6	28(38)
PACHECO	ALEXANDRA	LBHS	3	7(16)
PRICOLO	ANISA	LBHS	6	19
PRITSCH	LISA	LBHS	3	7
REARDON	BARRY	LBHS	3	3
SALCIDO	CHRISTINE	LBHS	5	12
SANDOVAL	ANABELA	LBHS	3	7 (8)
SEABORN	VERONICA	LBHS	6	7
SIEMILLER	JEREMY	LBHS	4	10
SNIVELY	PAMELA	LBHS	1	3
STEPRO	JEFFERY	LBHS	1	2
THACKER	STEFANI	LBHS	6	19(20)
TOMAS	TONY	LBHS	6	14
TORRES	CRISTALENE	LBHS	1	2
TUGMAN	RAY	LBHS	5	10
WEATHERS	SHELLY	LBHS	5	7
ALVARENGA	LAURA	LBJHS	3	2
ARAICA	SUSAN	LBJHS	6	16
ATKINS	EMILY	LBJHS	1	2
BAFFUNNO	DANIELLE	LBJHS	5	13 (15)
BAKER	AMANDA E	LBJHS	6	10
BARCELLOS	RACHEL	LBJHS	4	3
BARGER	DARRYL	LBJHS	4	10(12)
BELLNGER	JESSE	LBJHS	5	5
BENTON	MIKELL	LBJHS	6	15
BOUCHER	RICHARD	LBJHS	6	19(23)
CASEY	MAUREEN	LBJHS	5	13(20)
CAZARES	CARLA	LBJHS	3	3
CHRISTENSEN	BRENNA	LBJHS	6	5
CINTORA	BEATRIZ	LBJHS	6	5
CLARK	BRIAN	LBJHS	6	18
CLARKE	JAMES	LBJHS	6	28(47)
DAVIES	JAMIE	LBJHS	6	24
DIXON	HEATHER	LBJHS	4	10(16)

FESSENDEN	RICHARD	LBJHS	6	24(25)
FOSTER	JAMES	LBJHS	6	24
GARCIA	STEFFANIE	LBJHS	3	4
GOMES	BILLY	LBJHS	5	13(14)
JOHNSON	JANET	LBJHS	6	28(33)
JONES	EVON	LBJHS	4	10(18)
LLAMAS	MELONIE	LBJHS	3	5
MARTINEZ	ERICA	LBJHS	4	4
MASCORRO	VALENTINA	LBJHS	5	13(20)
MONTEMURRO	JENNIFER	LBJHS	5	13(15)
NARVAEZ	JOSEFINA	LBJHS	6	24
NORRIS	KAREN	LBJHS	4	10
O'BANION	CARRIE	LBJHS	6	18
PASTORI	LYNNETTE	LBJHS	6	15
PEREIRA	SAMUEL	LBJHS	5	13(19)
ROBLEDO	TONY	LBJHS	6	19(21)
SALINAS	REBECCA	LBJHS	6	12
SMITH	ROBERT	LBJHS	6	12
THIARA	MOHANI	LBJHS	5	13(17)
VAUGHN	REX	LBJHS	6	24(26)
WALSH	JASON	LBJHS	6	11
WATKINS	DAYNA	LBJHS	3	7(13)
WEBSTER	ANDREE	LBJHS	5	13 (14)
SOLI	ANDREW	LBJHS/SLHS	3	7 (8)
ALVES	ROSEMARY	LFE	6	11
ATKINS	DEBORAH	LFE	6	12
BARTON	RENEE	LFE	6	17
BELL	SHANNON	LFE	3	6
BERTAO	VICTORIA	LFE	3	4
BORCHARD	MARGARET	LFE	6	15
BRINLEE	KELLI	LFE	4	3
CARDOZA	SHANNON	LFE	6	19 (22)
COTTA	AARON	LFE	6	18
COTTA	JENNIFER	LFE	6	19(21)

DUNNE	DOMINIQUE	LFE	3	4
ELLERSICK	AMBER	LFE	3	7(14)
FERNANDEZ	ELSA	LFE	5	13(15)
FLORES-AYALA	BELARMINA	LFE	6	24(26)
GAMINO	JUVENTINA	LFE	6	10
GONZALES	ALEX	LFE	1	2
HARMS	CHRISTINE	LFE	1	3
HERRING	KIMBERLY	LFE	6	15
HULING	SHANNON	LFE	6	14
KING	JAMIE	LFE	6	17
KING	JOHN	LFE	6	12
KOCHER	LISA	LFE	5	11
MILNES	DEBORAH	LFE	6	28
PEREZ	CLAUDIA	LFE	3	4
PIERCE	LEANNA	LFE	3	7(9)
ROSSIE	SUSAN	LFE	6	18
ROY	SABRINA	LFE	5	13
SOTELO	JENNIFER	LFE	6	14
VAZ	MARYANNE	LFE	6	14
VIERRA	MARISSA	LFE	3	3
VILLA	LUPE	LFE	6	14
BAKER	FRANCINE	MSE	6	18
BOYD	NICKOLA	MSE	6	15
BRETZ	JENNIFER	MSE	6	19 (20)
CARTER	MIRNA	MSE	6	19(21)
COSTELLO	VICKI	MSE	6	18
DE BRUIN	JAMIE	MSE	6	17
KELLER	JAMES	MSE	3	4
LAMPREDA	JENNIFER	MSE	6	19(23)
MARTINEZ	AMY	MSE	3	5
MARTINEZ	MELANIE	MSE	6	19 (22)
PATTERSON	KIMBERLY	MSE	6	15
PIKAS	AMY	MSE	6	18
SNOWDEN	LAUREN	MSE	3	4

WILKIN	JENNIFER	MSE	6	19
WORMSTALL	VALERIE	MSE	6	5
YANG	MAI	MSE	6	11
ARAGON	RODRIGO	PHS	6	7
BARGER	LAURA	PHS	6	28
BERUMEN-FLORES	CRUZ	PHS	4	5
BETHAM	SANDRA	PHS	6	16
BETHAM	JOHN	PHS	6	19
BRAR	DANNI	PHS	1	2
BROCK	JENNIFER	PHS	6	12
BROUSSARD	JUSTIN	PHS	3	2
BURNS	TIMOTHY	PHS	6	11
CAMPOS	CARLOS	PHS	4	10 (11)
CAREDIO	SHARON	PHS	3	7(19)
CASTILLO	YULIANA	PHS	4	4
CATES	KAREN	PHS	6	24(26)
CHAPMAN	JENNIFER	PHS	4	10(12)
CLARK	BRENDA	PHS	5	13(16)
CLARKE	DENISE	PHS	5	13 (16)
CONWAY	HILLARY	PHS	6	6
COOKSEY	BRITTNIE	PHS	3	4
COSTA	BETH	PHS	5	12
COSTA	JOSEPH	PHS	4	7
COZENS STROHMENGER	AIMEE	PHS	6	11
CURRY	DAVID	PHS	1	2
DE LA CRUZ	JEFFREY	PHS	6	17
DRAKE	KEVIN	PHS	1	4
FREEMAN	CAITLIN	PHS	6	6
GARCIA-CISNEROS	JAZMIN	PHS	1	3
GARCIA-MARTINEZ	FRANCISCO	PHS	6	11
GARIBAY OCHOA	ROGELIO	PHS	3	2
GONZALEZ	HECTOR	PHS	3	2
GREEN	CIERA	PHS	4	6
GRIFFITH	CARISSA	PHS	5	8

HAMILTON	KELLI	PHS	3	7(12)
HAWORTH	KARA	PHS	3	4
HAYGOOD	KARIE	PHS	5	10
HELBLING	CHRISTOPHER	PHS	6	13
HERFORTH	CLARA	PHS	1	4
IPSEN	DELANIE	PHS	1	2
JACOBO	ADAM	PHS	3	2
JONES	BRUCE	PHS	3	7(8)
LEWIS	PATTY	PHS	6	18
LEWIS	SHARON	PHS	4	4
LINDBLOM	CHRISTOPHER	PHS	6	17
MALLETT	JANNETTE	PHS	3	4
MASTALER	BRETT	PHS	6	5
MATHIS	MELISSA	PHS	4	6
MCCOY	JOEL	PHS	6	19
MOSELEY	KEVIN	PHS	3	4
NELSON	ILA	PHS	4	10
PERKINS	MICHAEL	PHS	6	18
PIKAS	CHARLES	PHS	6	17
REGALADO	JULE	PHS	1	2
ROSALES	ISRAEL	PHS	6	13
SHELBURNE	EMILY	PHS	5	7
SHRYOCK	SUE	PHS	5	9
SILVA	AUDREY	PHS	6	17
SINGH	MICHAEL	PHS	4	10
SMITH	MARILYN	PHS	6	10
SPANN	MARGARET	PHS	6	17
STONEGROVE	ELIZABETH	PHS	6	5
THOMMEN	SARAH	PHS	4	4
WALLACE	JOHN	PHS	5	10
WENIG	JOHN	PHS	5	13(18)
WORTMAN	KATIE	PHS	5	6
YASIN	ADAM	PHS	6	15
CASCIA	MELANIE	PRE SCHOOL	6	19(20)

ALARCON	SANDRA	RME	4	10(17)
BAKER	AMBER	RME	5	3
BOWLER	DAVID	RME	6	19(21)
CINTORA	MARIA	RME	6	12
CLARK	CHRISTINA	RME	6	15
CLARKE	ANDREA	RME	6	19
DE ALBA	ELIANE	RME	6	15
DE ALBA	SERGIO	RME	6	16
DRUMMOND	DENISE	RME	6	24
ENOS	JULIE	RME	6	19(23)
EXNER	KELLI	RME	5	2
FULLINGTON	TARA	RME	6	24(26)
GARCIA	ADARIANA	RME	1	2
GENTRY	CYNTHIA	RME	6	15
GILARDI	NANCY	RME	5	13(22)
GUZMAN	RHONDA	RME	6	6
ISOM	MARLENE	RME	6	28(29)
JONES	JANICE	RME	6	15
KVALE	ROBIN	RME	6	18
LOPEZ	ALICIA	RME	6	19(20)
MAGANA	JOEL	RME	3	4
MARSON	ANDREW	RME	1	2
MCDONOUGH	DAVID	RME	6	17
MCNALLY	PATRICIA	RME	6	19(20)
MEZA	SHERYL	RME	6	18
MOODY	CHERYL	RME	6	28(33)
MORGAN	MARIE	RME	5	6
MOWAD	MONIQUE	RME	6	24
ROBERTSON	KAREN	RME	6	6
ROMERO	WENDY	RME	6	13
RUIZ	JENNIFER	RME	3	3
RUTLEDGE	AMANDA	RME	3	4
SIEMILLER	VERONICA	RME	4	8
STOCKDALE	DIANA	RME	6	15

WILSON	ERICA	RME	4	10(11)
BATTISTI-GRANT	LISA	SLHS	6	12
ELLINGTON	KAREN	SLHS	6	19(23)
FAWCETT	HARRY	SLHS	6	13
HAZAN	CARLENE	SLHS	6	19(21)
HUFF	CHRISTINE	SLHS	6	17
MALCOLM	CATHERINE	SLHS	6	4
SUMNER	TRACI	SLHS	6	13
BAPTISTA	KIMBERLY	VE	6	16
BUSSE	CHRISTOPHER	VE	4	4
EAGLETON	YVONNE	VE	3	4
ERRATCHU	ELIZABETH	VE	6	9
FAGUNDES	DANIELLE	VE	3	7 (8)
GARST	BEVERLY	VE	6	13
HEPWORTH	SUSANNA	VE	5	12
JONES	NATHAN	VE	5	12
LOWERY	ANA	VE	3	7(10)
OZBIRN	SHERI	VE	4	5
PIWOWARSKI	JANICE	VE	6	24
POLINI	GINA	VE	6	12
ROSEMAN	MICHAEL	VE	6	19(23)
TERRANOVA	MARJORIE	VE	6	28(29)
VERA	PAMELA	VE	6	14
YASIN - GURGEN	LEILA	VE	6	14
ANDRADE - BEAM	LORRIE	WUES	3	7(16)
BARRY	TEESHA	WUES	6	15
BATEY-CARDOZA	MEGAN	WUES	6	19
BERGLAND	SUZANNAH	WUES	5	13
BUSSE	STEPHANIE	WUES	6	17
COELHO	AMANDA	WUES	4	7
DUNAVAN	KRISTAL	WUES	4	10(13)
ELLERSICK	DANIEL	WUES	3	7(14)
ENOS	KIMBERLY	WUES	6	24(27)
FINCHER	JONATHAN	WUES	5	12

GOMES	JEWEL	WUES	1	2
INIGUEZ	MARYESTHER	WUES	6	19(22)
KISSEL	ELIZABETH	WUES	3	7(10)
MALDONADO	JURIDIA	WUES	3	6
MEISNER	MICHAEL	WUES	3	7(15)
MILLER	SHAWNA	WUES	6	9
MIRANDA	ANGELICA	WUES	5	13(20)
PERDOMO	MONICA	WUES	5	10
RAMIREZ	CYNTHIA	WUES	3	7(9)
RAMIREZ	JESSICA	WUES	6	19
ROELOFS	SEREY	WUES	5	11
SCHULTZ	TAMMI	WUES	4	10(16)
THOMAS	HEATHER	WUES	4	10 (13)
VALADAO	DAYNA	WUES	6	28(33)
WALSH	TAWNY	WUES	6	15
WILSON	ELISE	WUES	6	14
WINDECKER	BRIANNE	WUES	6	10
WOLFSEN	LEIGH ANN	WUES	3	7(9)

Board Reference Material

SUBJECT TITLE: 2016-2017 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: Pat Atkins, Assistant Superintendent, Human Resources
Date: April 14, 2016

Last Name	First Name	Site	Credential Held	Authorized Subject
ARAGONA	JULIE	CE	Clear Multiple Subject Teaching Credential	General Subjects
BRANDI	MELISSA	HME	Preliminary Multi Subject Teaching Credential	General Subjects
GARDNER	BRETT	HME	Preliminary Multi Subject Teaching Credential	General Subjects
GOIS	ERMELINDA	HME	Preliminary Single Subject Teaching Credential	General Subjects
GARCIA	LUCY	LBE	Preliminary Multiple Subject Teaching Credential	General Subjects
BOWEN	DEVIN	LBHS	Clear Single Subject Teaching Credential	Science
COLEMAN	KEVIN	LBHS	Clear Single Subject Teaching Credential	Social Science
COZZI	HEATHER	LBHS	Preliminary Single Subject Teaching Credential	Level 1 Education Specialist Instruction
DANNER	JOSH	LBHS	Preliminary Single Subject Teaching Credential	Art
GALLEGOS	TRINIDAD	LBHS	Preliminary Single Subject Teaching Credential	Art
GARBER	CHARLES	LBHS	Preliminary Single Subject Teaching Credential	Social Science
HOUCK	MICHELLE	LBHS	Clear Single Subject Teaching Credential	English
BELLENGER	JESSE	LBJHS	Clear Single Subject Teaching Credential	English
CAZARES	CARLA	LBJHS	Preliminary Single Subject Teaching Credential	Physical Education
COX	STEPHEN	LBJHS	Clear Single Subject Teaching Credential	Level 1 Education Specialist Instruction
MABE	CODY	LBJHS	Preliminary Single Subject Teaching Credential	Science
BRINLEE	KELLI	LFE	Preliminary Multiple Subject Teaching Credential	General Subjects
DUNNE	DOMINIQUE	LFE	Preliminary Single Subject Teaching Credential	Level 1 Education Specialist Instruction
VIERRA	MARISSA	LFE	Preliminary Multi Subject Teaching Credential	General Subjects
GRIFFITH	CARRISA	PHS	Preliminary Single Subject Teaching Credential	Level 1 Education Specialist Instruction
HAWORTH	KARA	PHS	Preliminary Single Subject Teaching Credential	Science
MALLETT	JANNETTE	PHS	Preliminary Single Subject Teaching Credential	Mathematics
MAGANA	JOEL	RME	Preliminary Mutli Subject Teaching Credential	General Subjects
BATTISTI GRANT	LISA	SLHS	Clear Multiple Subject Teaching Credential	General Subjects
MALLETT	JANNETTE	PHS	Preliminary Single Subject Teaching Credential	Mathematics
MOSELEY	KEVIN	PHS	Preliminary Single Subject Teaching Credential	Science
REARDON	BARRY	LBHS	Preliminary Single Subject Teaching Credential	Social Science
RUIZ	JENNIFER	RME	Preliminary Multi Subject Teaching Credential	General Subjects
SALINAS	REBECCA	LBJHS	Clear Single Subject Teaching Credential	Physical Education
SOLORIO	GEORGINA	HME	Clear Single Subject Teaching Credential	General Subjects
SOUSA	SARAH	CE	Clear Single Subject Teaching Credential	General Subjects
THOMMEN	SARAH	PHS	Clear Single Subject Teaching Credential	Agriculture
WORMSTALL	SAMANTHA	DW	Preliminary Single Subject Teaching Credential	Speech Therapist

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 14, 2016

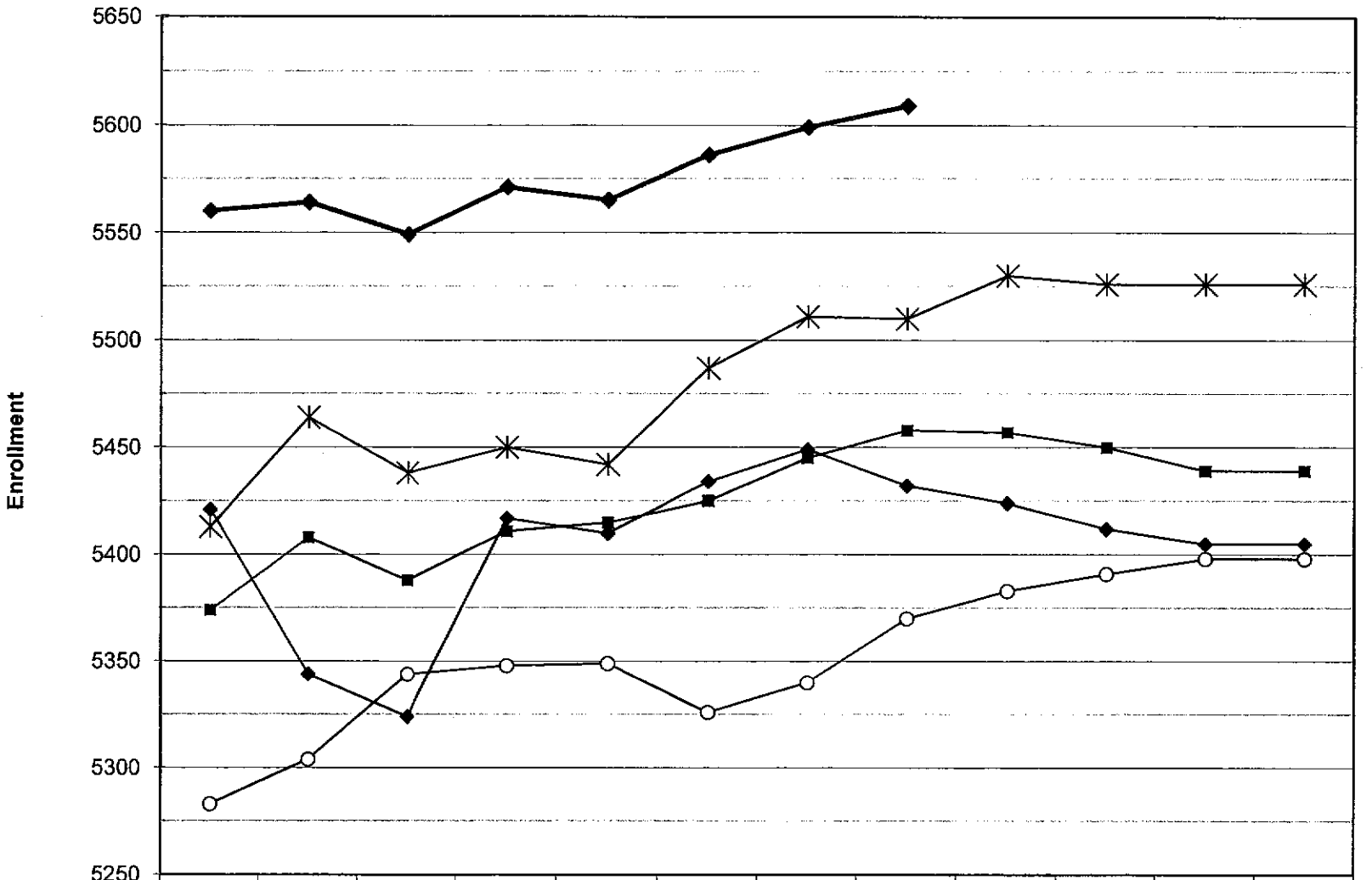
OBJECT NUMBER	DESCRIPTION	ADOPTED BUDGET	BUDGET ADJUSTMENTS	CURRENT BUDGET	INCOME/ EXPENSE	BUDGET BALANCE	BUDGET % USED
			REVENUE DETAIL				
	REVENUE LIMIT SOURCES :	87,838,199.00	67,243.00	87,905,442.00	65,897,622.34	22,007,819.66	74.96
	FEDERAL REVENUES :	5,264,000.00	1,362,205.00	6,626,205.00	2,799,594.14	3,826,610.86	42.25
	OTHER STATE REVENUES :	11,406,000.00	3,417,585.00	14,823,585.00	9,513,885.59	5,309,699.41	64.18
	OTHER LOCAL REVENUES :	672,573.00	118,767.00	791,340.00	607,410.93	183,929.07	76.75
* TOTAL YEAR TO DATE REVENUES	* *	105,180,772.00 *	4,965,800.00 *	110,146,572.00 *	78,818,513.00 *	31,328,059.00 *	71.55
			EXPENDITURE DETAIL				
	CERTIFICATED SALARIES :	40,725,272.00	1,410,227.00	42,135,499.00	30,306,476.54	11,829,022.46	71.92
	CLASSIFIED SALARIES :	13,122,897.00	405,462.00	13,528,359.00	10,318,792.25	3,209,566.75	76.27
	EMPLOYEE BENEFITS :	22,082,155.00	3,278,045.00	25,360,200.00	16,243,963.35	9,116,236.65	64.05
	BOOKS AND SUPPLIES :	7,799,210.00	1,691,518.00	9,490,728.00	3,956,177.83	5,534,550.17	41.68
	SERVICES, OTHER OPER. EXPENSE:	5,830,967.00	1,929,310.00	7,760,277.00	7,579,569.39	180,707.61	97.67
	CAPITAL OUTLAY :	1,750,245.00	990,448.00	2,740,693.00	1,305,188.74	1,435,504.26	47.62
	OTHER OUTGOING :	1,235,240.00	131,251.00	1,366,491.00	1,100,026.81	266,464.19	80.50
	DIRECT SUPPORT/INDIRECT COSTS:	276,000.00-	48,909.00-	324,909.00-	.00	324,909.00-	0.00
	PRIOR YEAR EXPENDITURE :	711,067.00	8,330.00	719,397.00	690,116.58	29,280.42	95.92
* TOTAL YEAR TO DATE EXPENDITURES	* *	92,981,053.00 *	9,795,682.00 *	102,776,735.00 *	71,500,311.49 *	31,276,423.51 *	69.56
			OTHER FINANCING SOURCES (USES)				
	INTERFUND TRANSFERS - OUT :	10,000,000.00-	12,709.00-	10,012,709.00-	10,012,708.75-	.25-	99.99
	CONTRIB.- RESTRICTED PROGRAMS:	.00		.00	.00	.00	NO BDGT
* TOTAL YEAR TO DATE OTHER FINANCING	*	10,000,000.00-*	12,709.00-*	10,012,709.00-*	10,012,708.75-*	.25-*	99.99

OBJECT NUMBER	DESCRIPTION	BEGINNING BALANCE	YEAR TO DATE ACTIVITY	ENDING BALANCE
	FUND RECONCILIATION			
ASSETS AND LIABILITIES :				
9110	CASH IN COUNTY TREASURY	11,166,699.13	4,489,380.12-	6,677,319.01
9130	REVOLVING CASH ACCOUNT	24,800.00	50.00	24,850.00
9135	CASH W/ FISCAL AGENT	5.06-	.00	5.06-
9210	ACCOUNTS RECEIVABLE PRIOR YEAR	2,016,868.80	1,976,868.80-	40,000.00
9310	DUE FROM OTHER FUNDS	421,385.20	421,385.20-	.00
9340	OTHER CURRENT ASSETS	2,250.00	.00	2,250.00
9510	ACCOUNTS PAYABLE CURRENT LIAB	2,498,954.55-	2,493,330.97	5,623.58-
9522	STRS REF EXCESS CONTRIBUTION		160.31-	160.31-
9550	USE TAX LIABILITY	8,598.73-	1,522.79	7,075.94-
9553	REPAY		4,222.76-	4,222.76-
9554	INSURANCE	580.51-	1,270,755.64	1,270,175.13
9556	MISC DISTRICT VOL-DEDS (1)	62.60	82.10-	19.50-
9557	Refunds of PERS, STRS, SS, MED	153.27-	315.57-	468.84-
9563	STRS TAX DEFERRED REPAYMENT	241.33-	.00	241.33-
9564	RETIREE LIABILITY		1.13-	1.13-
9567	INSURANCE MISCELLANEOUS		44.68-	44.68-
9569	STALE DATED PAYROLL WARRANTS	2.00-	4,239.54-	4,241.54-
9610	DUE TO OTHER FUNDS	998.37-	998.37	.00
9650	UNEARNED (DEFERRED) REVENUE	188,766.73-	188,766.73	.00
* NET YEAR TO DATE FUND BALANCE * *		10,933,765.18 *	2,941,275.71-*	7,992,489.47 *
* EXCESS REVENUES/(EXPENDITURES) * *		10,933,765.18 *	2,941,275.71-*	7,992,489.47 *

REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE

OBJECT NUMBER	DESCRIPTION	ADOPTED BUDGET	BUDGET ADJUSTMENTS	CURRENT BUDGET	INCOME/ EXPENSE	BUDGET BALANCE	BUDGET % USED
A.	REVENUES	105,180,772.00	4,965,800.00	110,146,572.00	78,818,513.00	31,328,059.00	71.55
B.	EXPENDITURES	92,981,053.00	9,795,682.00	102,776,735.00	71,500,311.49	31,276,423.51	69.56
C.	EXCESS REVENUES (EXPENDITURES)	12,199,719.00	4,829,882.00-	7,369,837.00	7,318,201.51	51,635.49	99.29
D.	OTHER FINANCING SOURCES (USES)	10,000,000.00-	12,709.00-	10,012,709.00-	10,012,708.75-	.25-	99.99
E.	NET CHANGE IN FUND BALANCE	2,199,719.00	4,842,591.00-	2,642,872.00-	2,694,507.24-	51,635.24	101.95
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	2,199,719.00	4,842,591.00-	2,642,872.00-	2,694,507.24-	51,635.24	101.95

K-6 Enrollment (including SDC) by Month

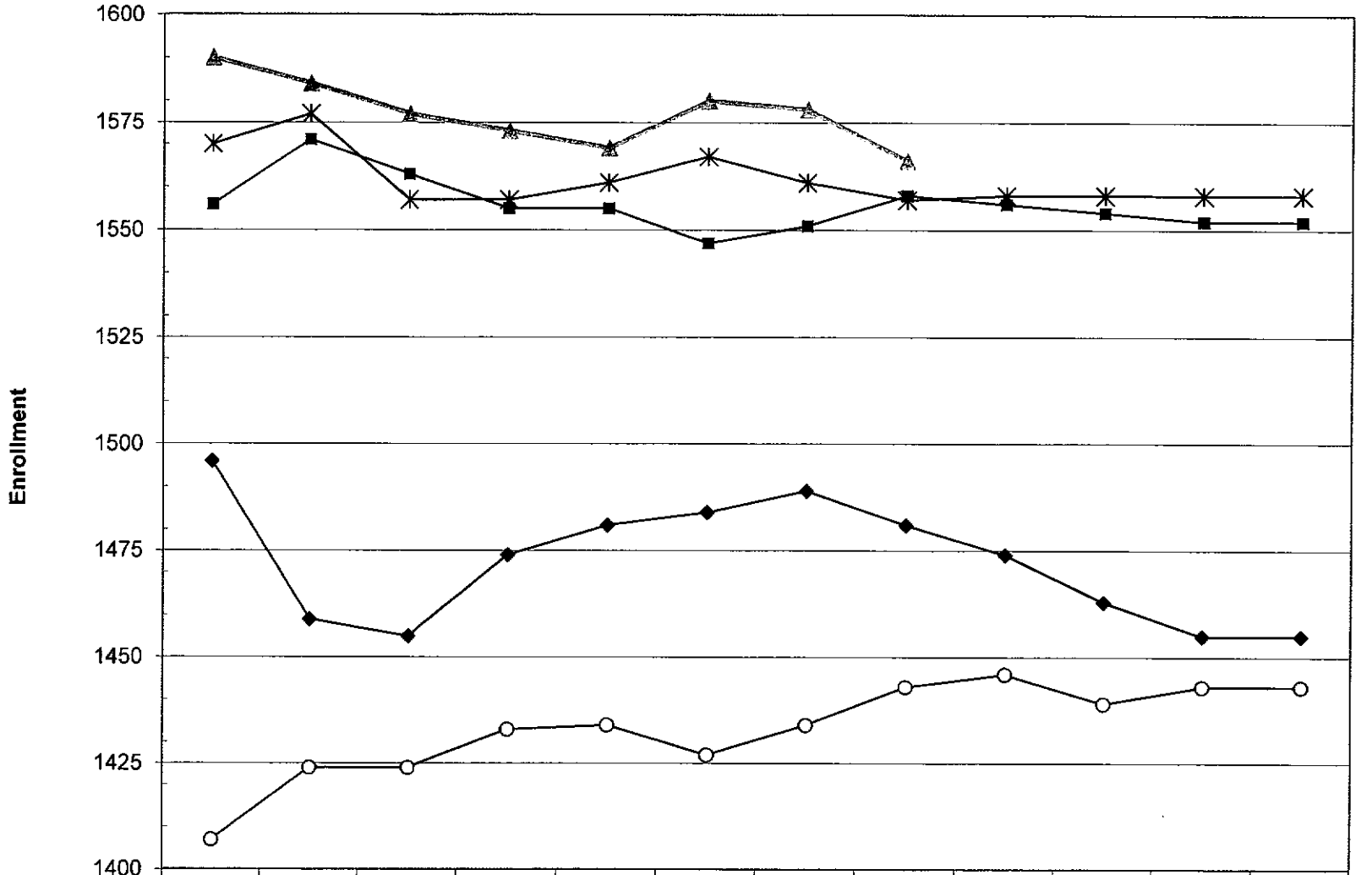


	8/28	9/26	10/30	11/20	12/19	1/29	2/26	3/24	5/1	5/29	6/28	7/26
11-12	5283	5304	5344	5348	5349	5326	5340	5370	5383	5391	5398	5398
12-13	5421	5344	5324	5417	5410	5434	5449	5432	5424	5412	5405	5405
13-14	5374	5408	5388	5411	5415	5425	5445	5458	5457	5450	5439	5439
14-15	5413	5464	5438	5450	5442	5487	5511	5510	5530	5526	5526	5526
15-16	5560	5564	5549	5571	5565	5586	5599	5609				

Month

4/6/2016

7-8 Enrollment (including SDC)

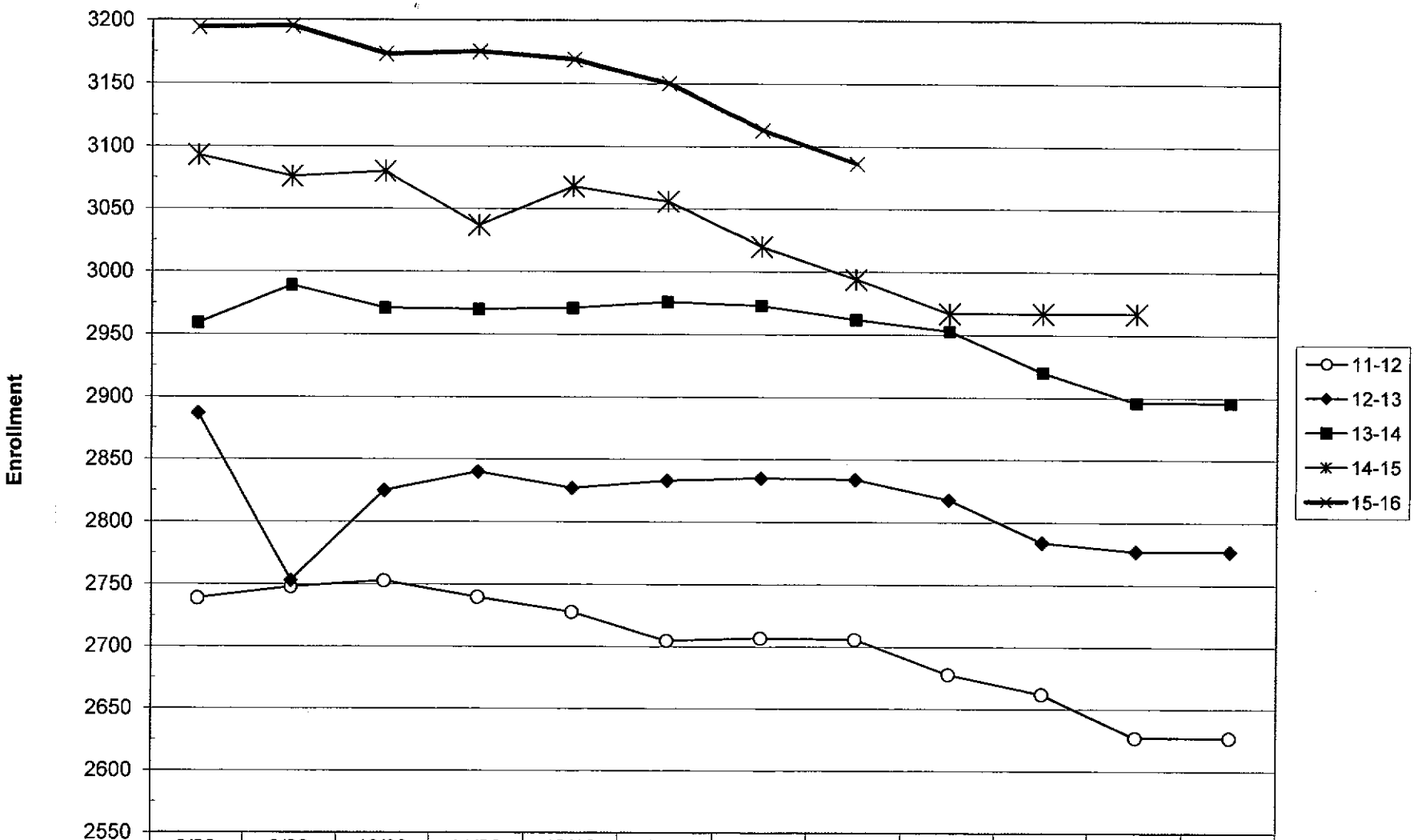


	8/28	9/26	10/30	11/20	12/19	1/29	2/26	3/24	5/1	5/29	6/28	7/26
11-12	1407	1424	1424	1433	1434	1427	1434	1443	1446	1439	1443	1443
12-13	1496	1459	1455	1474	1481	1484	1489	1481	1474	1463	1455	1455
13-14	1556	1571	1563	1555	1555	1547	1551	1558	1556	1554	1552	1552
14-15	1570	1577	1557	1557	1561	1567	1561	1557	1558	1558	1558	1558
15-16	1590	1584	1577	1573	1569	1580	1578	1566				

Month

4/6/2016

9-12 Enrollment (including SDC)

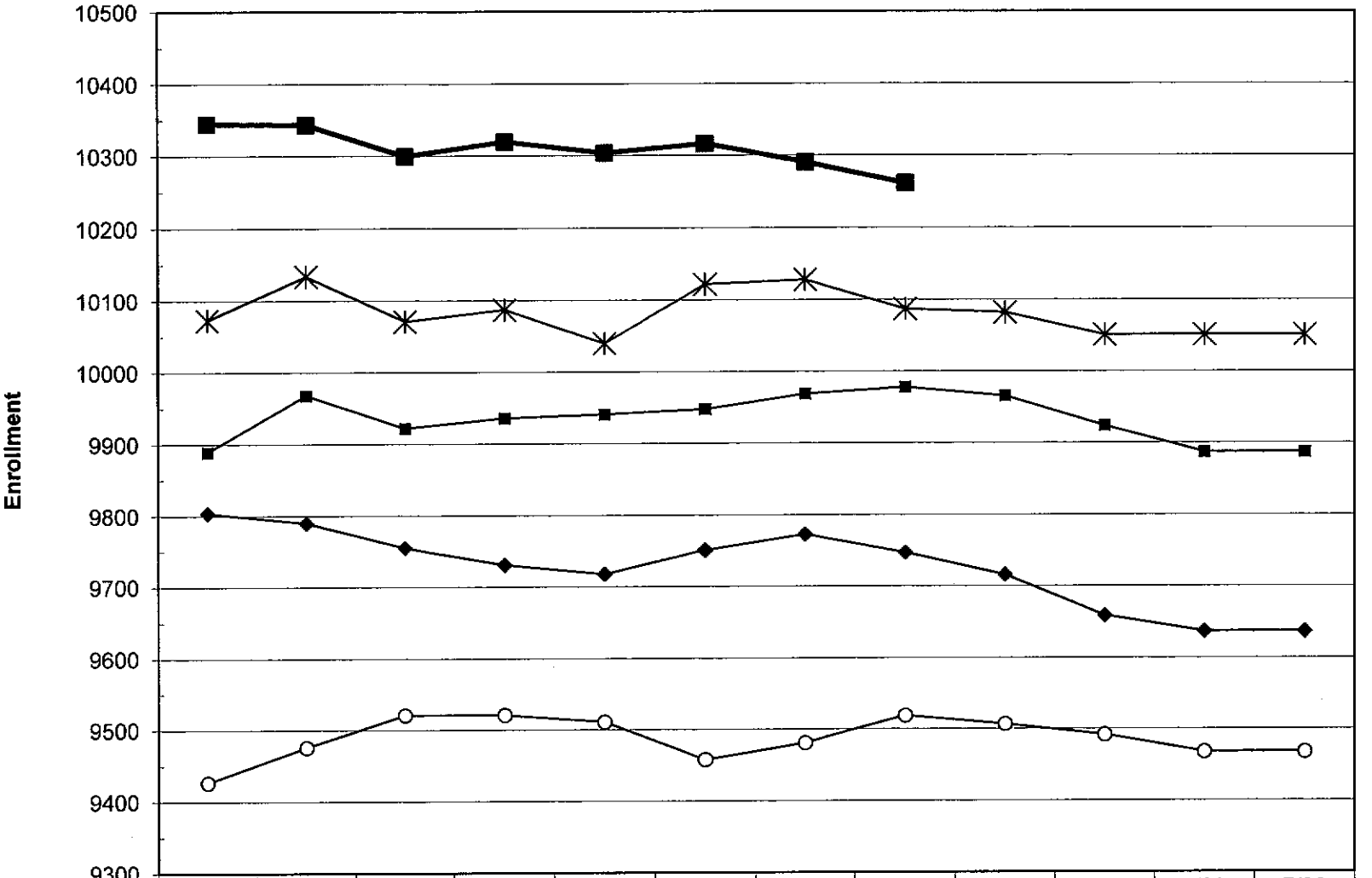


	8/28	9/26	10/30	11/20	12/19	1/29	2/26	3/24	5/1	5/29	6/28	7/26
11-12	2739	2748	2753	2740	2728	2705	2707	2706	2678	2662	2627	2627
12-13	2887	2753	2825	2840	2827	2833	2835	2834	2818	2784	2777	2777
13-14	2959	2989	2971	2970	2971	2976	2973	2962	2953	2920	2896	2896
14-15	3093	3076	3080	3037	3068	3056	3020	2994	2967	2967	2967	
15-16	3194	3195	3173	3175	3169	3150	3113	3086				

Month

4/6/2016

K-12 Enrollment (including SDC) by Month



	8/28	9/26	10/30	11/20	12/19	1/29	2/26	3/24	5/1	5/29	6/28	7/26
11-12	9427	9476	9521	9521	9511	9458	9481	9519	9507	9492	9468	9468
12-13	9804	9790	9755	9731	9718	9751	9773	9747	9716	9659	9637	9637
13-14	9889	9968	9922	9936	9941	9948	9969	9978	9966	9924	9887	9887
14-15	10,073	10,134	10,071	10,087	10,040	10,122	10,128	10,087	10,082	10,051	10,051	10,051
15-16	10,344	10,343	10,299	10,319	10,303	10,316	10,290	10,261				

Month

4/6/2016

Developer Fees

As of: 4/6/2016

	2012-13	Monthly %	Cumulative %	2013-14	Monthly %	Cumulative %	2014-15	Monthly %	Cumulative %	2015-16	Monthly %	Cumulative %
JUL	$270.72	0.38%	0.38%	$6,082.26	1.61%	1.61%	$117,386.08	12.91%	12.91%	$109,941.25	16.12%	16.12%
AUG	$0.00	0.00%	0.38%	$ -	0.00%	1.61%	$78,003.40	8.58%	21.48%	$105,310.08	15.44%	31.57%
SEP	$0.00	0.00%	0.38%	$19,404.00	5.15%	6.76%	$77,550.43	8.53%	30.01%	$37,320.27	5.47%	37.04%
OCT	$0.00	0.00%	0.38%	$4,692.00	1.24%	8.00%	$185,797.66	20.43%	50.43%	$19,825.11	2.91%	39.95%
NOV	$ -	0.00%	0.38%	$586.50	0.16%	8.16%	$111,157.12	12.22%	62.65%	$28,945.89	4.24%	44.19%
DEC	$ -	0.00%	0.38%	$0.00	0.00%	8.16%	$272,878.32	30.00%	92.65%	$87,174.85	12.78%	56.97%
JAN	$ -	0.00%	0.38%	$0.00	0.00%	8.16%	$50,405.07	5.54%	98.19%		0.00%	56.97%
FEB	$1,163.82	1.62%	2.00%	$489.60	0.13%	8.29%	$1,345.14	0.15%	98.34%	$61,428.06	9.01%	65.98%
MAR	$27,589.13	38.41%	40.41%	$0.00	0.00%	8.29%		0.00%	98.34%	$70,251.12	10.30%	76.28%
APR	$34,308.72	47.77%	88.18%	$75,346.45	19.98%	28.27%		0.00%	98.34%	$161,721.17	23.72%	100.00%
MAY	$6,836.55	9.52%	97.70%	$0.00	0.00%	28.27%		0.00%	98.34%		0.00%	100.00%
JUN	$1,653.76	2.30%	100.00%	$270,416.19	71.73%	100.00%	$15,090.57	1.66%	100.00%		0.00%	100.00%
TOTAL	$71,822.70	100.00%		$377,017.00	100.00%		$909,613.79	100.00%		$681,917.80	100.00%	
	50,000.00			50,000.00			513,000.00			250,000.00		

Board Reference Material

SUBJECT TITLE: **Student Organization Review and Approval**

REQUESTED ACTION: Approve

Action __X___ Discussion/Information_____

RECOMMENDATION:

It is recommended the Board approve the updated list of student organizations/clubs for Pacheco High School to include the Skills USA Culinary Arts Club.

BACKGROUND INFORMATION:

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

1. Skills USA Culinary Arts Club

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

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

Indirectly supports Board goals-student organizations reinforce the instructional program giving students practice in democratic self-government.

ALTERNATIVES/IDENTIFIED OPPOSITION:

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

SPECIFIC FINANCIAL IMPACT:

None

ORIGINATOR: Daniel F. Sutton - Pacheco High School
DATE: April 14, 2016

Application for Student Club

Name of School Pacheco High School

Application for Student Club

I. We the students of the Pacheco High School (name of the school site), request permission to form a Student Club. Attach a list of the students sponsoring this application.

II. This club will be called SKills USA

and will have as its purpose: Skills USA is a partnership of students, teachers and industry, working together to ensure America has a skilled workforce

III. Mr./Ms. Uni Rizzonelli (name of certificated faculty member) will serve as the advisor for this club for the 2015-16 school year.

IV. We have attached:

A copy of the proposed constitution for this club.

A copy of the proposed budget for this club for the school year.

V. Submitted by:

Student Club Representative: [signature], President, 3-1-16
Signature, Title and Date

Club Advisor: [signature]
Signature, Title and Date

Approved by:

Principal/Site Administrator: Danielle Flores, ASB Vice-President 3/1/16
Signature, Title and Date

ASB President: [signature] 3/1/16
Signature, Title and Date

Recorded in Student Council Minutes on (date): 3/1/16

Edit Members

SkillsUSA Main Membership Conference Help Logout

Step 1. Back To Training Programs | Step 2. Edit Members | Step 3. Click to Join

Culinary Arts (Lori Rizzonelli - Pacheco High School)

The grid below contains all the members entered so far for this Training Program. If there is no Submit Date shown, those Members have not yet been submitted to the National Office.

To add new members, click 'Add New' at the bottom of the table or click here: Add Member

First	Last	Gradu	Gende	Stud/Pr	Division	Joined	EDIT
Maria	Alvarez	2016	F	S	S	11/18/2015	Edit | Delete
Ashley	Anderson	2016	F	S	S	11/18/2015	Edit | Delete
Kimberlyn	Brambila Diaz	2016	F	S	S	11/18/2015	Edit | Delete
Dana	Cruz	2017	F	S	S	11/18/2015	Edit | Delete
Jose	De Santiago Salaza	2016	M	S	S	11/18/2015	Edit | Delete
Elizabeth	Guzman Feliciano	2016	F	S	S	11/18/2015	Edit | Delete
Karen	Llamas	2016	F	S	S	11/18/2015	Edit | Delete
Selena	Lopez Navarro	2016	F	S	S	11/18/2015	Edit | Delete
Alejandra	Lorenza	2016	F	S	S	11/18/2015	Edit | Delete
Ashlyn	Molina	2017	F	S	S	11/18/2015	Edit | Delete
Edgar	Munoz	2016	M	S	S	11/18/2015	Edit | Delete

Records per page: 50 Add New - Records: 1 - 11 of 11 - Pages: 1

To re-register members from last year's archive click here: Restore Members From Last Year

Price Quote for this Training Program of members still needing to JOIN: Price Quote

Pacheco High School 200 N Ward Road Los Banos CA 93635 lrizzonelli@losbanosusd.k12.ca.us 15189 110443 S
VerifySubmit.aspx?SecID=110443|ChapID=15189|ChapName=Pacheco High School Los Banos CA|Program=Culinary Arts|Advisor=Lori Rizzonelli|AdvEmail=lrizzonelli@losbanosusd.k12.ca.us|StateID=140|Div=S

Budget:

Name of School Pacheco High School

Name of Club Skills USA

Budget Development

Fiscal Year: 2015-2016

Budget Adoption or Revised Budget

(Circle one)

As of: Feb. 15, 2016
Date

Part I: Revenues

Account Number	Account Description	Prior Year Budgeted Revenue	Current Year Estimated Revenue
		~~0~~	500.-
	Total		

Part II: Expenses

Account Number	Account Description	Prior Year Budgeted Expense	Current Year Estimated Expense
		~~0~~	300.-
	Total		

Part III: Ending Balance and Carryover

Difference between total revenues and expenses: 200.-

Plus carryover (ending balance) from prior year: ~~0~~

Projected ending balance: 200.-

Part IV: Budget Approval

Submitted and Approved by:

Student Club Representative: _____ President, 2/16/16
Signature, Title and Date

Club Advisor: _____ Teacher 2/16/16
Signature, Title and Date

Approved by:

Principal/School Administrator: _____
Signature, Title and Date

ASB Student Council President: Danielle Flores, ASB Vice-President 3/7/16
Signature, Title and Date

Recorded in ASB Student Council Minutes on: 3/1/16
Date

Approved by business office: _____
Signature, Title and Date

Click here to download this and other forms and documents.

Chapter Constitution

The Pacheco High School Chapter of the SkillsUSA California, Inc.

Article I - Name

Section 1. The official name of this organization shall be "Pacheco High School Chapter of Skills USA".

Article II - Purposes

Section 1. The purposes of this organization are:

- To assist local SkillsUSA California members in their growth and development
- To unite in a common bond without regard to race, creed or national origin students enrolled in classes with vocational trade and industrial, technical and health occupation educational objectives
- To develop leadership abilities through participation in educational, vocational, civic, recreational and social activities
- To foster a deep respect for the DIGNITY OF WORK
- To assist students in establishing realistic vocational goals
- To help students attain a purposeful life
- To create enthusiasm for learning
- To promote high standards in all phases of occupational endeavor including ethics, workmanship, scholarship and safety
- To develop the ability of students to plan together, organize and carry out worthy activities and projects through the use of the democratic process
- To foster a wholesome understanding of the functions of labor and management organizations, and a recognition of their mutual interdependence
- To create among students, faculty members, patrons of the school and persons in industry a sincere interest in and esteem for trade, industrial, technical and health occupations education
- To develop patriotism through a knowledge of our nation's heritage and the practice of DEMOCRACY
- To emphasize the importance of continuous education consistent to the needs of the individual and the requirements of his or her chosen occupation

Article III - Organization

Section 1. The Pacheco High School SkillsUSA chapter shall be affiliated with the SkillsUSA, California, Inc. The chapter shall operate in accordance with its charter granted by the California State association.

Section 2. Any occupational area may organize a chapter section. The chapter section is defined as seven or more members:

a. in a single occupational or cooperative education class,
b. whose teacher serves as the section advisor,
c. having an elected set of section officers, and
d. having a planned section calendar of activities.

Section 3. Section and chapter activities shall be coordinated by appropriate executive councils.

Article IV - Membership

Section 1. Membership in the chapter shall be open to students enrolled in preparatory courses in trade, industrial, and technical occupational areas of career technical education at Pacheco High School.

Section 2. Chapter membership shall be open to all students regardless of race, creed or national origin.

Section 3. State and national membership shall be permitted only through the chapter, and all members of the local chapter must be members of the state and national organization.

Section 4. Classes of membership which will be recognized are:

- Active Membership - Students enrolled in vocational courses offered in trade, industrial, technical and health occupations education meeting the requirements of the State Plan for Career Technical Education.
- Professional Membership - Persons associated with or participating in professional development of SkillsUSA as approved by the chapter. Such members shall include chapter advisors, teacher educators, and supervisors. Professional members will pay dues as established by SkillsUSA, but members will be ineligible to serve as voting delegates, hold office or otherwise represent the chapter.

Section 5. A membership year shall be from September 1 through August 31, inclusive.

Article V - Executive Councils

Section 1. There shall be an executive council for each chapter consisting of President, Vice President, Secretary, Treasurer, Parliamentarian and the President of each organized section.

Section 2. There shall be an executive council for each organized section with no less than three officers as deemed appropriate by section members.

Section 3. The chapter and section officers of Pacheco High School Chapter of SkillsUSA California shall be nominated and elected by ballot at the first regular business section or chapter meeting of each school year. A majority vote of the active members shall be necessary to elect.

Article VI - Meetings

Section 1. Regular section meetings shall be held during the school year.

Section 2. Several chapter and chapter meetings shall be held during school year.

Section 3. Parliamentary procedure of all meetings will be governed by Robert's Rules of Order, Revised.

Article VII - Finances

Section 1. The chapter will be responsible for state and national dues, according to the number of individual members claimed in each membership classification, times the amount established for that classification.

Section 2. The chapter advisor and the section advisor shall be responsible for the finances and will furnish an annual audit to the SkillsUSA California State Director and the Regional Coordinator.

Article VIII - Voting

Section 1. Pacheco High School Chapter of SkillsUSA California, Inc. members shall exercise their franchise through voting delegates at state conferences. Each organized section shall elect one delegate and one alternate to the State House of Delegates.

Section 2. Each active member in good standing shall have the right to cast his or her vote concerning all chapter and section business and election of officers.

Article IX - Emblem and Colors

Section 1. The emblem of Pacheco High School Chapter of SkillsUSA California, Inc. shall be that of the National Organization. The wearing and use of this emblem will be governed by the National Organization.

Article X - Amendments

Section 1. The Constitution may be amended as follows:

a. All proposed amendments to the Constitution shall be submitted in writing to the chapter executive council.

b. If the executive council passes the proposed amendment or an amended form of the proposed amendment by a majority vote and the membership votes by 2/3 majority for the amendment, it shall be effective.

Article XI - Rules, Regulations and Bylaws

Section 1. Such rules, regulations and bylaws as are deemed necessary for the proper conduct of this organization shall be adopted.

Section 2. No rules, regulations or bylaws shall be adopted which are contrary to this constitution.

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, 2016, 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 14, 2016

Quarterly Uniform Complaint Report Summary for Submission to Merced County Office of Education

Quarter Covered by this Report	X January - March	___April to June	__July to September	___October - December	2016

Textbooks & Instructional Materials: ***Enter zero in any cell that does not apply.***			**Facilities:**			**Teacher Vacancy & Misassignment**			**Totals**		
# of complaints received in quarter	# of complaints resolved	# of complaints unresolved	# of complaints received in quarter	# of complaints resolved	# of complaints unresolved	# of complaints received in quarter	# of complaints resolved	# of complaints unresolved	# of complaints received in quarter	# of complaints resolved	# of complaints unresolved
0	0	0	0	0	0	0	0	0	0	0	0

Submitted by:	**Paula Mastrangelo**
Title:	Assistant Superintendent Elementary Education
School District:	Los Banos Unified Shool District
Telephone:	209-826-3801 ext. 7007

PLEASE RETURN VIA E-MAIL TO: Gayle Catuiza - Merced County Office of Education gcatuiza@mcoe.org

Board Reference Material

SUBJECT TITLE: **Second Reading: BP 3555**

REQUESTED ACTION: Adopt

Action __X___ **Discussion/Information**_____

RECOMMENDATION:

It is recommended that the Board adopt Board Policy 3555.

BACKGROUND INFORMATION:

As part of our most recent review of the food service program by the State and Federal government it was recommended that we adopt this board policy. The policy is mandated by law and the District must adopt it. This policy addresses a complaint procedure for the program.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This activity is operational in nature, and does support a specific Board Goal.

ALTERNATIVES/IDENTIFIED OPPOSITION:

Mandated policies must be acted upon; optional policies are recommended, but are adopted at the discretion of the Board.

SPECIFIC FINANCIAL IMPACT:

None.

ORIGINATOR: Beth Johnson, Food Service Director
DATE: April 14, 2016

Los Banos USD
Board Policy
Nutrition Program Compliance

BP 3555
Business and Non-instructional Operations

The Governing Board recognizes the district's responsibility to comply with state and federal nondiscrimination laws as they apply to the district's nutrition programs. The district shall not deny any individual the benefits or service of any nutrition program or discriminate against him/her because of his/her race, color, national origin, gender, sex, sexual orientation, disability, or any other basis prohibited by law, in its implementation of such a program.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3552 - Summer Meal Program)
(cf. 3553 - Free and Reduced Price Meals)
(cf. 5030 - Student Wellness)

Coordinator

The Board designates the compliance officer specified in AR 1312.3 - Uniform Complaint Procedures as coordinator of the district's efforts to comply with the laws governing its nutrition programs and to investigate any related complaints. Any complaint concerning the district's nutrition programs shall be investigated using the process identified in the section entitled "Procedures" in the district's AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

The coordinator shall provide training on the laws, regulations, procedures, and directives related to the district's nutrition programs to district employees involved in administering them. The coordinator also shall develop procedures and systems that do not restrict the participation of individuals in the district's nutrition programs, based on their race, ethnicity, or disability, and that prevent district employees from incorrectly denying the applications for participation submitted by such individuals.

The coordinator shall develop and maintain a system for collecting racial and ethnic data of participants in the district's nutrition programs and shall, at least annually, report to the Board on whether the district's nutrition programs are effectively reaching eligible individuals and whether and where additional outreach may be needed.

(cf. 5022 - Students and Family Privacy Rights)
(cf. 5125 - Student Records)

When a significant number of participants or potential participants in the district's nutrition

programs are only non-English speakers, the coordinator shall make an appropriate language translation available.

(cf. 5020 - Parent Rights and Responsibilities)
(cf. 6020 - Parent Involvement)
(cf. 6174 - English Language Learners)

The coordinator also shall ensure that the district's nutrition programs accommodate the special dietary needs of any individual with a disability who has on file a medical statement that restricts his/her diet because of his/her disability.

(cf. 5141.27 - Food Allergies/Special Dietary Needs)
(cf. 6159 - Individualized Education Program)
(cf. 6164.6 - Identification and Education Under Section 504)

Notifications

The coordinator shall ensure that the U.S. Department of Agriculture's "And Justice for All" or other approved Nutrition Programs Civil Rights posters are displayed in areas visible to the district's nutrition program participants, such as food service areas and school offices.

Annually, the coordinator shall notify all students, parents/guardians, and employees of program requirements and the procedures for filing a complaint, through the district's usual means of notification.

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)
(cf. 5145.6 - Parental Notifications)

In addition, the coordinator shall ensure that every informational release, publication, or poster concerning the district's nutrition programs and/or activities includes, in a prominent location, the following statement:

NON-DISCRIMINATION STATEMENT- In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: https://www.ascr.usda.gov/filing-discrimination-complaint-usda-customer, and at any USDA

office, or write a letter addressed (866) 632-9992. Submit your completed form or letter to USDA by: to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or program.intake@usda.gov. (3) email: Program.intake@usda.gov_

However, if the document is no more than one page and there is no room to print the full nondiscrimination statement, the district may instead use the statement "The USDA and the CDE are equal opportunity providers and employers."

When a complaint is unresolved at the district level, the coordinator shall notify the complainant of the option to contact and/or forward his/her complaint to one of the following agencies:

1. Child Nutrition Program Civil Rights and Program Complaint Coordinator, California Department of Education, Nutrition Services Division, 1430 N Street, Room 1500, Sacramento, CA 95814-2342 or call 916-445-0850 or 800-952-5609

2. Office of Civil Rights, USDA, Western Region, 90 Seventh Street, Suite 10-100, San Francisco, CA 94103 or call 415-705-1336 or fax 415-705-1364 or email Joe.Torres@fns.usda.gov

3. USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call 800-795-3272 or 202-720-6382 (TYY)

Legal Reference:
EDUCATION CODE
200-262.4 Prohibition of discrimination
48985 Notices to parents in language other than English
49060-49079 Student records
49490-49590 Child nutrition programs
PENAL CODE
422.55 Definition of hate crime
422.6 Interference with constitutional right or privilege
CODE OF REGULATIONS, TITLE 5
3080 Application of section
4600-4687 Uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs
UNITED STATES CODE, TITLE 20
1400-1482 Individuals with Disabilities in Education Act
1681-1688 Discrimination based on sex or blindness, Title IX
UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act of 1973
UNITED STATES CODE, TITLE 42
2000d-2000d-7 Title VI, Civil Rights Act of 1964
2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended
2000h-2000h-6 Title IX
12101-12213 Americans with Disabilities Act
CODE OF FEDERAL REGULATIONS, TITLE 28
35.101-35.190 Americans with Disabilities Act
36.303 Auxiliary aids and services
CODE OF FEDERAL REGULATIONS, TITLE 34
100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI
104.1-104.39 Section 504 of the Rehabilitation Act of 1973
106.1-106.61 Discrimination on the basis of sex, effectuating Title IX, especially:
106.9 Dissemination of policy

Management Resources:
CALIFORNIA DEPARTMENT OF EDUCATION, NUTRITION SERVICES DIVISION PUBLICATIONS
Civil Rights and Complaint Procedures for Child Nutrition Programs, March 2010
U.S. DEPARTMENT OF AGRICULTURE, FOOD AND NUTRITION SERVICE PUBLICATIONS
Civil Rights Compliance and Enforcement - Nutrition Programs and Activities, FNS Instruction 113-1, November 2005
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Protecting Students from Harassment and Hate Crime, January 1999
Notice of Non-Discrimination, January 1999
WEB SITES
California Department of Education, Nutrition Services Division: http://www.cde.ca.gov/ls/nu
U.S. Department of Agriculture, Food and Nutrition Services: http://www.fns.usda.gov
U.S. Department of Agriculture, Office for Civil Rights: http://www.ascr.usda.gov
U.S. Department of Education, Office for Civil Rights: http://www2.ed.gov/ocr

Issued: 7/10

Board Reference Material

SUBJECT TITLE: Student Teacher Agreement

REQUESTED ACTION: Approve

Action__X__ Discussion/Information_____

RECOMMENDATION:

It is recommended the Board approve a Student Teaching Agreement with Sierra Nevada College for the 2016-17 school year.

BACKGROUND INFORMATION:

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

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None.

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

None.

ORIGINATOR: Patrick Atkins, Assistant Superintendent of Human Resources
Date: April 14, 2016

SNC RENO | SIERRA NEVADA COLLEGE

9480 Gateway Dr., Suite 150
Reno, NV 89521
775.831.1314
SierraNevada.edu

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

Re: Field Experience Placements

February 22, 2016

Dear District Official:

The intent of this correspondence is to confirm the terms of an agreement between Sierra Nevada College (SNC) and Los Banos School District. The terms of the agreement are as follows:

- Los Banos School District will support the placement of a SNC Student Teacher for the required semester of student teaching experience. The student teaching practicum placement will be five (5) days a weeks for a minimum of fourteen (14) weeks.
- Los Banos School District will arrange for an appropriate mentor teacher for the student teacher. A $300 stipend will be paid by SNC directly to participating Los Banos School District teacher for the mentorship responsibility. The participating mentor teacher must be credentialed and have a minimum of three (3) years of successful teaching experience.
- A local Student Teaching Supervisor will oversee the student teaching experience. Student Teaching Supervisor will be paid a $375 stipend directly by SNC.
- Students assigned to or accepted for placement are responsible for their personal health and accident insurance, and obtaining all required documentation for field experience eligibility at Los Banos School District.
- Both SNC and Los Banos School District reserve the right to remove the Student Teacher from the student teaching placement at anytime, for any reason deemed sufficient by either party. SNC and District personnel also agree to communicate for planning, evaluation, and modification of the field experiences as necessary.

This agreement may be modified by mutual consent or terminated upon ten days written notification by either Los Banos School District or SNC.

Thank you for your interest and support of Sierra Nevada College's Teacher Education students.

By _____ Date _____
District Official

By _____ Date _____
Sierra Nevada College, Director of Student Teaching

Direct signed agreements, questions and comments to:

Attn: Keli Brown, Assistant Academic Director, Teacher Education
Sierra Nevada College, 9480 Gateway Drive, Suite 150, Reno, Nevada 89521
Email: kbrown@sierranevada.edu, Phone: 775-831-1314, ext 7475, Fax: 775-825-5217

FRESNO STATE

Kremen School of Education and Human Development

February 19, 2016

Steve Tietjen
Superintendent
Los Banos Unified School District

Dear Steve Tietjen,

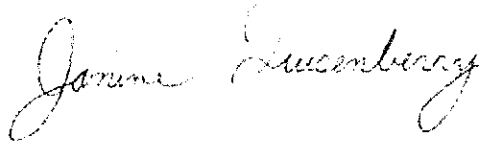
We are in the process of updating our agreements between Fresno State and the districts where we place student teachers. You are receiving an updated agreement because you currently have a student teacher in your district or have had them in the past.

If we have agreements in place, it is easier to place students in a timely manner.

If you can please review the document, fill in the appropriate information and then send (email or mail) the document back to us. Upon receiving a completed agreement, we will forward it to our Procurement Office here at Fresno State.

We look forward to working together to prepare our future teachers.

Sincerely,



Janine Quisenberry, Director
Professional Field Experiences
California State University, Fresno
5005 North Maple Avenue M/S ED2
Fresno, CA. 93740-8025
559.278.0315
Fieldplacements@csufresno.edu

Enclosure:
Los Banos Unified School District Agreement

AGREEMENT

BETWEEN

CALIFORNIA STATE UNIVERSITY, FRESNO

Kremen School of Education and Human Development
Department of Curriculum and Instruction

AND

Los Banos Unified School District
(Agency's Name)

THIS AGREEMENT is made and entered on February 9, 2016 pursuant to Education Code 89036, by and between the TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, hereinafter called the "Trustees", on behalf of CALIFORNIA STATE UNIVERSITY, FRESNO, hereinafter called the "Institution", and Los Banos Unified School District called the "Agency".

WITNESSETH:

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

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

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

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

I. AGENCY SHALL:

A. Provide facilities as presently available and as necessary for the development and maintenance of a clinical/educational experience for students of the program.

B. Maintain the Agency facilities used for the clinical/educational experience in such a manner that said facilities shall conform to all requirements of applicable State Boards, and/or Business and Professional Codes.

C. Assure that staff is adequate in number and quality to insure safe and continuous management of the student program in cooperation with the Institution's instructor.

D. Provide Instructors and students taking part in the field experience, whenever possible, other incidentals that may be mutually agreeable.

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

E. Provide emergency first aid for any student who becomes sick or injured by conditions arising out of or in the course of said student's participation in the clinical experience at the Agency. Provide medical examinations or other protective measures that may be required by the Agency.

F. Have the right, after consultation with the Institution, to refuse to accept for further clinical/educational experience any of the Institution's students who in the Agency's judgment, are not participating satisfactorily.

II. INSTITUTION SHALL:

A. Designate the students who are enrolled in the program of the Institution to be assigned for clinical/educational experience at the Agency, in such numbers as are mutually agreed to by both parties.

B. Establish a rotational plan for the clinical/educational experience by mutual agreement between appropriate representatives.

C. Provide external supervision to the Agency, which will provide the necessary on-site supervision for the clinical/Educational experience program provided for under this agreement. Keep all attendance and academic records of students' participation in said program.

D. Advise every student to conform to all applicable Agency policies, procedures, regulations, and all requirements and restrictions specified jointly by representatives of the Institution and Agency.

E. In consultation and coordination with the Agency's representatives, plan for the clinical/educational experience to be provided to students under this agreement.

F. In consultation and coordination with the Agency's staff for periodic conferences between appropriate representatives of the Institution and Agency to evaluate the clinical/educational experience of the program.

III. GENERAL PROVISIONS:

A. Students are volunteers of the Agency and entitled to Worker's Compensation coverage. The Institution will provide Worker's Compensation coverage to students for injury or disease arising out of their use of the Agency's facility while participating in the Institution's program.

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

B. Trustees shall be responsible for damages caused by the negligent acts of its officers, agents, and employees occurring in the performance of this agreement. Agency shall be responsible for damages caused by the negligent acts of its officers, agents and employees occurring in the performance of this agreement. It is the intention of the Institution and Agency that the provision of this paragraph be interpreted to impose on each party responsibility for the negligent acts of their respective officers, agents, and employees. Students will be responsible for their own professional liability insurance.

C. This Agreement shall become effective on the date of countersignature and shall continue to a period of five (5) years, provided however, it may be terminated by either party after giving the other party sixty (60) days advance written notice of its intentions to so terminate.

D. There shall be no monetary obligation on the Institution or Agency, one to the other.

E. This Agreement may at any time be altered, changed or amended by mutual agreement of the parties in writing. Additionally, this Agreement is not legal and binding upon any of the parties concerned until signed on behalf of the Trustees of the Institution, and the Agency.

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

Agency Name & Address:
Los Banos Unified School District
1717 S. 11th Street
Los Banos, CA 93635
(209) 826-3801

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

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

INSTITUTION

CALIFORNIA STATE UNIVERSITY, FRESNO

By_____
Brian Cotham Date

Title: Director of Procurement

By_____
Lisa Kao Date

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

AGENCY

By_____
Date

Name: _____

Board Reference Material

SUBJECT TITLE: Student Teacher Agreement

REQUESTED ACTION: Approve

Action__X__ Discussion/Information_____

RECOMMENDATION:

It is recommended the Board approve a Student Teaching Agreement with Brandman University for the 2016-17 school year.

BACKGROUND INFORMATION:

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

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None.

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

None.

ORIGINATOR: Patrick Atkins, Assistant Superintendent of Human Resources
Date: April 14, 2016

BRANDMAN University Chapman University System

SUPERVISED INTERNSHIP AGREEMENT

Please check below all the applicable supervised fieldwork in which in your District will be participating with Brandman University Modesto Campus.

SCHOOL PSYCHOLOGY	X
EDUCATION ADMINISTRATION	
SCHOOL COUNSELING	

THIS AGREEMENT is made and entered into by and between Brandman University hereinafter called the "UNIVERSITY," and the LOS BANOS UNIFIED SCHOOL DISTRICT, hereinafter called "FIELDWORK SITE."

WHEREAS, an INTERN, as defined in Appendix A, is required to enroll in education courses while serving under the supervision of experienced UNIVERSITY and FIELDWORK SITE professionals, during which time the INTERN shall hold an internship credential granted by the California Commission on Teacher Credentialing, (hereinafter the "COMMISSION").

I. RESPONSIBILITIES OF THE UNIVERSITY

A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, if so required, to be eligible for supervised fieldwork.

B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.

C. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.

II. RESPONSIBILITIES OF THE FIELDWORK SITE

A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.

B. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.

C. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.

D. To notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.

E. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.

F. The FIELDWORK SITE staff shall comply with APPENDIX B regarding the FIELDWORK SITE's supervision of UNIVERSITY students.

G. The FIELDWORK SITE acknowledges that each INTERN under this Agreement shall be a paid employee of the FIELDWORK SITE and thus covered under the FIELDWORK SITE'S insurance policies, including Workers' Compensation, to the extent available to other teachers. No intern shall be considered an employee or agent of Brandman University while performing services for the District.

III. THE PARTIES MUTUALLY AGREE

A. Neither party shall discriminate in the assignment of INTERNS on the basis of race, color, disability, gender, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.

B. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.

C. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK SITE CONTACT INFORMATION:	UNIVERSITY CONTACT INFORMATION:
Los Banos Unified School District 1717 S. Eleventh Street Los Banos, California 93635-4800 Attn: Rochelle Creighton, Personnel Technician Tel: 209-826-3801 ext. 7009	Brandman University 16355 Laguna Canyon Road Irvine, CA 92618 Attn: School of Education, Dean Tel: (949) 341-9811

D. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.

E. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.

F. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change,

modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.

G. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

IV. TERM AND TERMINATION OF AGREEMENT

A. THE TERM of this Agreement shall be effective March 01, 2016 and shall continue in full force and effect through February 28, 2019. This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.

B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

SIGNATURES:

FIELDWORK SITE:	Signature:	
	Name:	
	Title:	
	Date:	
UNIVERSITY:	Signature:	
	Name:	Phillip L. Doolittle
	Title:	Executive Vice Chancellor of Finance and Administration and Chief Financial Officer
	Date:	
	Signature:	
	Name:	Dr. Christine Zeppos
	Title:	Dean, School of Education
	Date:	

Appendix A
Definition of Internship

A. "INTERN" is defined according to the COMMISSION as a person who is enrolled in a COMMISSION-approved internship program and is serving with an Internship Credential issued upon the recommendation of the UNIVERSITY.

B. INTERNS shall not displace certificated FIELDWORK SITE employees. FIELDWORK SITE further agrees to provide written certification that no person with the appropriate credential, background and qualifications is interested and/or available in the position that is the subject matter of this Agreement.

C. The internship may continue for a period of up to two years and the credential may be renewed upon a showing of good cause.

D. The internship program is being implemented in order to provide the INTERN with an opportunity to gain field experience on a paid basis. In the event that the internship is being developed to meet an employment shortage, FIELDWORK SITE agrees to provide a statement regarding the availability of qualified, certificated individuals holding the appropriate credential.

E. The Internship Credential is issued for service only in the FIELDWORK SITE District and the UNIVERSITY shall notify the COMMISSION of the FIELDWORK SITE'S participation.

Appendix B
Specific Supervision Requirements for Each Program

School Counseling Fieldwork:

A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school counselor with at least two years of professional experience.

B. Provide opportunities for students to gain a broad range of experiences, including experiences in:

   a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
   b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
   c. Developing, implementing and evaluating academic and behavioral interventions.
   d. Providing counseling and other mental health interventions.
   e. Home, school, community collaboration: working with parents and community members.
   f. Learning about, helping develop, or evaluating policy, practices and programs.
   g. Participating in professional development activities.
   h. Participating in individual or group supervision.
   i. Learning about and using technology and information systems.
   j. Learning about Individual differences and student diversity.

C. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.

D. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school counselor who has at least two years experience in school counseling to serve as the primary supervisor. The student may also work with other experienced school counselors for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.

E. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.

F. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.

G. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

School Psychology Fieldwork:

A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school psychologist with at least two years of professional experience.

B. Provide experiences with a diverse student population.

C. Provide experiences with a variety of educational programs.

D. Provide opportunities for students to gain a broad range of experiences, including experiences in:

   a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
   b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
   c. Developing, implementing and evaluating academic and behavioral interventions.
   d. Providing counseling and other mental health interventions.
   e. Home, school, community collaboration: working with parents and community members.
   f. Learning about, helping develop, or evaluating policy, practices and programs.
   g. Participating in professional development activities.
   h. Participating in individual or group supervision.
   i. Learning about and using technology and information systems.
   j. Learning about Individual differences and student diversity.

E. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.

F. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least two years experience in School Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.

G. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.

H. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluations of the student's performance near the end of each university session.

I. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

School Administration Fieldwork:

A. The FIELDWORK SITE shall provide student with individual and/or small group supervision from an experienced school administrator.

B. The FIELDWORK SITE shall provide student with experiences with a diverse student population.

C. The FIELDWORK SITE shall provide student with experiences with a variety of educational programs.

D. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual and/or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.

E. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university semester.

F. The FIELDWORK SITE shall ensure that the student will be treated by the FIELDWORK SITE as part of the professional staff and is provided a supportive work environment and adequate supplies. In addition, it shall see that the INTERN is encouraged to participate in district or county committees and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

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 February 27 – March 3, 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: Steve M. Tietjen, Ed.D, Superintendent
Date: April 14, 2016

AGREEMENT BETWEEN MERCED COUNTY OFFICE OF EDUCATION AND LOS BANOS UNIFIED SCHOOL DISTRICT (*Lorena Falasco Elementary*) FOR USE OF THE JACK L. BOYD OUTDOOR SCHOOL AT GREEN MEADOWS COMMENCING February 27, 2017 AND ENDING March 3, 2017

This Agreement is made and entered into on this 8th day of March 2016, by and between the Merced County Office of Education ("MCOE") and Los Banos Unified School District ("District") for the use of the Jack L. Boyd Outdoor School at Green Meadows, located in Fish Camp, California (the "Outdoor School"). MCOE and District shall collectively hereinafter be referred to as the "Parties."

AGREEMENT

ARTICLE 1
FACILITY AND PROGRAM RESERVATION AND PAYMENT SCHEDULE

1.1 Date(s) of Use.

District will commence its use of the Outdoor School beginning February 27, 2017 at 11:00 a.m. and ending March 3, 2017 at 11:30 a.m. Lorena Falasco Elementary School will be sharing facilities at Jack L. Boyd Outdoor School with El Capitan Elementary and should coordinate with said school(s) for cabin leaders, nurse and field trips.

1.2 Payment for Use.

District will pay MCOE $215.00 per student for a minimum of 70 students for a total of $15,050.00. **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 $752.50 (five percent (5%) of the total contract amount) on or before ***August 15, 2016*** 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 $14,297.50 (the balance of the total contract price of $15,050.00 less the deposit of $752.50) 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	1100	0	5864	00	1110	1000	060	0600	000

ARTICLE 2
TRANSPORTATION AND DISTRICT SUPPORT

2.1 Transportation.

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

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

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

Field Trip Costs

Mariposa Grove drop off	$100.00 per bus run
Mariposa Grove drop off/pick up	$200.00 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 heath 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 Brittell
Title: Principal
Phone: (209) 827-5834
Cell Phone: (209) 535-6599

CONTACT 2:
Name: Renee Leonard
Title: Assistant Principal
Phone: (209) 827-5834
Cell Phone: (209) 587-5920

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 S. Eleventh Street
Los Banos, CA 93635
ATTN: Steve Tietjen, Superintendent

MCOE:
Outdoor School
Jack L. Boyd 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 wavier 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: Robert Bassett	By: _____
Title: : Principal	Title: _____

RETURN ADDRESS:

Jack L. Boyd Outdoor School
P. O. Box 69
Fish Camp, CA 93623

Board Reference Material

SUBJECT TITLE: Out-of-State Travel

REQUESTED ACTION: Approve

Action X **Discussion/Information** _____

RECOMMENDATION:

It is recommended that Los Banos High School counselors Lorena Cortez and Jose Magallanes attend the 2016 American School Counselor Association Annual Conference, July 9-12, 2016 in New Orleans LA.

BACKGROUND INFORMATION:

This is the premier event for in-depth school-counseling-related educational sessions. This conference will allow Lorena and Jose to attend three days worth of breakout sessions, general sessions and networking events, allowing them to enhance their school counseling knowledge, improve the school counseling program and network with other school counselors to discover best practices in the field.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

Supports Board 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 or have completed a vocational pathway and are ready to enter a technical school or the workforce.

All out-of-state travel requires prior board approval.

ALTERNATIVES/IDENTIFIED OPPOSITION:

None identified.

SPECIFIC FINANCIAL IMPACT (including impact on school facilities):

This trip will be funded 50% by Los Banos High School and 50% by LBUSD Title 1 fund.

ORIGINATOR: Paul J. Enos, Assistant Superintendent – Secondary Education
Date: April 14, 2016

Board Reference Material

SUBJECT TITLE: Overnight Travel

REQUESTED ACTION: Approve

Action __X__ Discussion/Information_____

RECOMMENDATION:

It is recommended the Board approve travel for one Charleston Elementary fifth grade class to attend a three night Covered Wagon Trip in Madera, California on May 12, 2016 and returning on May 15, 2016.

BACKGROUND INFORMATION:

The Madera Method Wagon Train is a special program that allows California school children to "live" history. The students, along with two teachers and trained wagon masters, spend three days portraying characters of 1840's California and partake in the various activities of the era.

Students are given an opportunity to experience early history as part of our curriculum addressing 5th grade United States history standards.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

- Tools and strategies that include best practices and the effective integration of technology into classrooms.
- Access to local resources in order to develop responsible citizens who participate in and care for their community.

This activity not only supports the California 5th grade content standards for History/Social Studies, but it supports our efforts at Charleston Elementary to offer kids fun activities that will keep them motivated about learning and motivated to come to school everyday.

ALTERNATIVES/IDENTIFIELD OPPOSITION:

None identified

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

Travel: Approximately zero dollars to the district. Parents delivery students to the drop off area and pick up.
Lodging & Meals: All lodging and meals are provided and funded by the Wagon Train sponsors.
Substitutes for teacher: none required

Originator: Lou Ruiz, Principal, Charleston Elementary School
Date: April 14, 2016

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 February 27- March 3, 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 firsthand 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: $215 /student (min. of 70 students) = $15,050.
Travel: 2 district buses + driver = $1,398.90; 1 district van = $119.78
Teacher stipend: 4 teachers @ $112.00/day x 5 days = $2,240.00
Total estimated expense for outdoor camp: $17,409.78
Substitutes for teachers: 2 subs

ORIGINATOR: Jane Brittell, Principal Lorena Falasco Elementary School
DATE: May 14, 2015

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 3 – 7, 2016.

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.

Jack L. Boyd Outdoor School: $215/student (min. of 45 students) = $9,675
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: $11,105
Substitutes for teachers: None

ORIGINATOR: Jan Whitehurst, Principal, Volta Elementary School
DATE: April 14, 2016

Board Reference Material

SUBJECT TITLE: Disposal of Obsolete Equipment

REQUESTED ACTION: Approve

Action _X_ Discussion/Information _____

RECOMMENDATION:

It is recommended the Board approve the removal and disposal of an obsolete utility cart.

BACKGROUND INFORMATION:

The District has a Hyundi utility cart, # COO8867, bar code 7101, which has become inoperable and/or obsolete and is no longer being used by the District. Administration has found the cart to be either obsolete or non-functional.

This item has no monetary value and can be disposed of by way of Education Code 17545, whereby the District will send all to the recycling center.

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: Jan Whitehurst, Principal, Volta Elementary School
Date: April 14, 2016