POSTED: 3-4-16

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, March 10, 2016
6:00 P.M. – Study Session
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	Anthony Gutierrez (7:00)

C. Second Interim Report Study Session (6:00 P.M.)

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

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).

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**

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)]

Public Forum:

Members of the community may address specific items on the agenda once they are on the floor 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. [BB 932]

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]

VI. **RECOGNITION/INTRODUCTIONS**

The SLHS LifeSmarts team will be recognized.

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. PHS Interact Club Fundraiser (Page 8) **5 Min.**

PHS Interact Club representatives will report on fundraiser activities taking place in the District in the month of March.

B. School Construction Delivery Methods (Page 9) **30 Min.**

Total School Solutions will report on various construction delivery methods.

C. Second Period Interim Budget Report (Page 10) **5 Min.**

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

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

D. Multi-Prime At Risk Construction (Page 11) **10 Min.**

A Board member requested approval of use of only Multi-Prime CM at Risk construction methods for future construction projects.

Motion by_____ Seconded by_____
Proposed Action: No Recommendation

E. Best, Best and Krieger Audit Proposal Review of CJHS (Page 12) **20 Min.**

It is recommended the Board approve the performance audit proposal provided by a consultant for BBK.

Motion By _____Seconded By_____
Proposed Action: Approve

F. Local Participation in Construction Projects (Page 13) **10 Min.**

It is recommended that the Board adopt Resolution #08-16 establishing prequalification of and local participation requirements for public works contractors.

Motion By _____Seconded By_____
Proposed Action: Adopt Resolution and Approve (ROLL CALLVOTE)

G. Update of District Academic Support (Page 16) **20 Min.**

Staff will update the Board on the academic supports that are in place for the 2015-2016 school year.

H. 2015-2016 Single Plans for Student Achievement (Page 17) **15 Min.**

It is recommended the Board approve the 2015-2016 Single Plans for Student Achievement.

Motion By _____Seconded By_____
Proposed Action: Approve

I. Policy Update (First Reading) (Page 18) **5 Min.**

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

Motion by_____ Seconded by_____
Proposed Action: Declare Intent to Adopt

J. Public Hearing: CSEA Initial Bargaining Proposal (Page 23) **5 Min.**

It is recommended the Board hold a public hearing on the CSEA Initial Bargaining Proposal, followed by acceptance of the proposal.

Open Public Hearing _____
Close Public Hearing _____

Motion by _____ Seconded by _____
Proposed Action: Accept Proposal

K. Job Description: License Clinical Social Worker (Page 25) **5 Min.**

It is recommended the Board approve job description for a License Clinical Social Worker (LCSW).

Motion By_____ Seconded By_____
Proposed Action: Approve

L. Addition to the Director and Supervisor Salary Schedule (Page 28) **5 Min.**

It is recommended the Board approve adding the Licensed Clinical Social Worker position to Director Supervisor Salary Schedule.

Motion By_____ Seconded By_____
Proposed Action: Approve

M. Signing Bonus for Specific Single Subject Credentials (Page 32) **5 Min.**

It is recommended the Board approve a $5000 signing bonus for Single subject credentials in Math, Science, and Special Education.

Motion By_____ Seconded By_____
Proposed Action: Approve

N. LBTA Negotiated Tentative Agreement (Page 34) **5 Min.**

Following a public hearing on the provisions of the negotiated settlement with the Los Banos Teachers' Association, it is recommended the Board ratify the Agreement.

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

Motion By_____ Seconded By_____
Proposed Action: Hold public hearing; ratify Agreement

O. LBTA Disclosure of Collective Bargaining Agreement (Page 54) **5 Min.**

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

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

Motion By_____Seconded By_____
Proposed Action: Approve

P. Memorandum of Understanding, LBTA (Page 63) **5 Min.**

It is recommended the Board ratify the negotiated Memorandum of Understanding with the Los Banos Teachers' Association establishing Grade Level Planning Days and the Departmental Planning Days.

Motion By_____Seconded By_____
Proposed Action: Ratify Agreement

Q. Memorandum of Understanding, LBTA (Page 65) **5 Min.**

It is recommended the Board ratify the negotiated Memorandum of Understanding with the Los Banos Teachers' Association regarding support providers and mentor stipends.

Motion By_____Seconded By_____
Proposed Action: Ratify Agreement

R. Support for November Statewide Bond Election (Page 67) **5 Min.**

It is recommended the Board take action to formally support the State-wide School Bond that is on the ballot this coming November.

Motion By_____Seconded By_____
Proposed Action: Approve

S. April 7, 2016 Special Board Meeting (Page 69) **5 Min.**

It is recommended the Board approve the discussion of a superintendent search or succession plan at the April Special Board Meeting whether or not an evaluation is scheduled.

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.

A. Approval of Minutes
1. Special Board Meeting, February 4, 2016 (Page 70)
2. Board Meeting, February 11, 2016 (Page 72)

B. Personnel Actions
1. Report of Certificated Employment (Page 78)
2. Report of Classified Employment (Page 79)

C. Monthly Fiscal Report (Page 80)

The monthly Fiscal Report is provided for Board information.

D. Summer School Schedule (Page 88)

It is recommended the Board approve the 2016 Summer School schedule.

E. Contracts/Agreements/Proposals
1. Apple Inc., iPads for Creekside Junior High School (Page 89)
2. Hanover Research Partnership, research solutions (Page 113)
3. California State University, Fresno, Student Teacher Agreement (Page 116)
4. Teachers College of San Joaquin, Student Teacher Agreement (Page 122)
5. Demsey Filliger & Associates, Retiree Actuarial Valuation (Page 126)

F. Overnight/Out-of-State Travel
1. PHS FFA Judging Team Finals, San Luis Obispo, CA, May 6-7, 2016 (Page 128)
2. VE Teacher, "iTeach Gr. 2" Conference, Las Vegas, NV, July 18-20, 2016 (Page 129)
3. SLHS, Students/Teacher, LifeSmarts Nationals in Denver CO, April 7-12, 2016 (Page 130)

G. Disposal of Obsolete Electronic Equipment (Page 131)

It is recommended the Board approve the removal and disposal of obsolete electronic equipment and dispose of in accordance with Board Policy #3270.

H. Obsolete Books (Page 137)

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

I. Approval/Ratification of Warrants

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

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: **Pacheco High School Interact Report**

REQUESTED ACTION: None, report only.

Action_____ Discussion/Information___X___

RECOMMENDATION:

Pacheco High School Interact Club representatives will report on fundraiser activities taking place in the District in the month of March.

BACKGROUND INFORMATION:

Interact gives students the chance to make a real difference while having fun. Every Interact club carries out two service projects a year: one that helps their school or community and one that promotes international understanding.

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.

- Access to local resources in order to develop responsible citizens who participate in and care for their community.

ALTERNATIVES/IDENTIFIED OPPOSITION:

None

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

N/A

ORIGINATOR: Daniel Sutton, Principal, Pacheco High School.
Date: March 10, 2016

Board Reference Material

SUBJECT TITLE: **School Construction Delivery Methods**

REQUESTED ACTION: None

Action_____ Discussion/Information ___X___

RECOMMENDATION:

Report only

BACKGROUND INFORMATION:

Board members have requested that we provide an overview to the public as well as themselves on the various construction delivery methods that have evolved over the years in the public school sector. The presenters, Total School Solutions, will provide an overview on hard bid, CUPCAA, lease-leaseback, CM multi-prime at risk, and design build methods of construction delivery.

Each of these delivery methods have benefits as well as challenges. The presenters will provide time to answer questions that the Board may have about each delivery method.

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 until projects are bid.

ORIGINATOR: Steve M. Tietjen, Ed.D, Superintendent
Date: March 10, 2016

Board Reference Material

SUBJECT TITLE: **2015-16 2nd Interim Report**

REQUESTED ACTION: Approve the 2015-16 2nd Interim Report

Action___X___ Discussion/Information_____

RECOMMENDATION:

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

BACKGROUND INFORMATION:

Current law requires the Board to certify the financial condition of the District twice annually. Attached is the 2nd Interim Report for the period ending January 31, 2016.

The interim report itself will come under a separate cover.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None.

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

N/A

ORIGINATOR: Don Laursen, Director of Fiscal Services
Date: March 10, 2016

Board Reference Material

SUBJECT TITLE: **Multi-Prime CM At Risk Construction**

REQUESTED ACTION: Approve

Action__X__ Discussion/Information_____

RECOMMENDATION:

A Board member requested an item be added to the agenda to use only Multi-Prime Construction Manager (CM) at Risk construction methods for future construction projects.

BACKGROUND INFORMATION:

There are several ways to construct school facilities, one method is known as "CM At Risk" construction. This method utilizes a construction manager (CM) that is "at risk" for financial costs if they are found to be at fault for construction cost overruns. It involves signing multiple contracts with sub-contractors to which a CM would be responsible for their oversight and job completion. The difficult dynamic with this method is that establishing fault for issues on the job is almost impossible. School districts have moved away form this method due to the lack of authority a CM has over sub-contractors. In the typical hard bid process, the General Contractor has the ability to hold his sub-contractors accountable since the general contractor is the only one with a contract with the district. When a CM is used to manage a job the sub-contractors do not feel as obligated to the CM since they are directly contracting with the district.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

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

The LBUSD experience with Multi-Prime At Risk was the current LBJHS that was built in the mid 1990s. It is well established that the CM process led to large change orders and a project that came in well over the contracted price.

ORIGINATOR: Steve M. Tietjen, Ed.D, Superintendent
Date: March 10, 2016

Board Reference Material

SUBJECT TITLE: **Update on Best, Best and Krieger's Review of CJHS**

REQUESTED ACTION:

Action_____ Discussion/Information__X____

RECOMMENDATION:

None at this time

BACKGROUND INFORMATION:

The Board selected BBK to do a review of the cost of construction of Creekside Junior High. In December we were able to come to agreement on the letter of engagement for this project. BBK attorneys have located an expert to review the plans and specifications and he will be presenting a proposal for his service in the next few days. It is not available at time of printing, but we will make it available to the Board as soon as we have it.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

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

Unknown at this time.

ORIGINATOR: Steve M. Tietjen, Ed.D., Superintendent
Date: March 10, 2016

Board Reference Material

SUBJECT TITLE: **Local Participation in Construction Projects**

REQUESTED ACTION: Approve

Action__X__ Discussion/Information_____

RECOMMENDATION:

The Board requested this item prior to any bid documents be published. It is recommended that the Board adopt Resolution #08-16 establishing prequalification of and local participation requirements for public works contractors.

BACKGROUND INFORMATION:

Various members of the Board have expressed concerns about local participation in our construction projects. In an effort to be sure that our contracts comply with the law, we sought help from our legal firm that handles these kinds of issues. The resolution included here tonight is based on the one passed by the Merced Union High School District Board in 2008, with modifications to address board concerns and legal issues.

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):

Identification of local contractor participation may increase the cost of the project.

ORIGINATOR: Steve M. Tietjen, Ed.D, Superintendent
Date: March 10, 2016

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

RESOLUTION NO. 08-16

RESOLUTION ESTABLISHING PREQUALIFICATION OF AND LOCAL PARTICIPATION REQUIREMENT FOR PUBLIC WORKS CONTRACTORS

WHEREAS, as part of its master facilities plan and ongoing need for addressing deferred maintenance, the Los Banos Unified School District ("District") plans to contract for the construction of certain new facilities, additions or modernization to existing facilities, or other improvements to its District properties and school campuses (each, a "Project" and together, the "Projects"); and

WHEREAS, the local economy has been adversely impacted by local, regional and national factors and events that have occurred over the last several years; and

WHEREAS, the Projects have the potential supporting the local economy to the extent that local businesses are utilized in the construction of the Projects; and

WHEREAS, the District desires to establish a requirement that all contractors who will bid or otherwise enter into a contract for a Project be prequalified by the District so that the District can be confident that all contractors are qualified to bid on, work on, and complete each Project and that, in such connection, the District shall promote fair and open competition to all Projects; and

WHEREAS, the District further desires to establish a requirement (the "Minimum Local Participation Threshold Requirement") that all that such contractor firms will operate in Merced County ("Local") or, alternatively, shall utilize a minimum of fifty-percent (50%) of Local subcontractor firms (i.e., mechanical, electrical and plumbing subcontractors, and businesses supplying goods under the contract for a Project) in constructing a Project, unless the prequalification process established by the District confirms that such Minimum Local Participation Threshold Requirement cannot be met by the contractor on a particular project; and

WHEREAS, the District finds that the Minimum Local Participation Threshold Requirement is sufficient to meet its goal to positively impact the local economy while not unduly restricting the pool of contracting firms and other businesses, each of whom will be competing for the contracts with the District on a Project.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE LOS BANOS UNIFIED SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. All of the recitals herein contained are true and correct and the Board so finds and determines.

Section 2. The Superintendent and his designees are directed to develop a prequalification process for all bidders, potential bidders, and other contractors who may be interested in entering into a contract for a Project (including general contractors and necessary subcontractors intending to provide work to a general contractor on a Project), which prequalification process will also include as part of the questionnaire, whether each subcontractor is Local.

Section 3. The Superintendent and his designees are further directed to develop a process to implement the Minimum Local Participation Threshold Requirement, including how the fifty-percent (50%) requirement will be calculated, how the requirement will be enforced, what exceptions may apply for each Project in the event that the subcontractor pool will not allow for the Minimum Local Participation Threshold Requirement to be met from time to time, and what penalties, if any, will be imposed on a business who is awarded a contract for a Project, in the event such business violates the Minimum Local Participation Threshold Requirement.

Section 4. This Resolution shall take effect upon adoption.

* * * * * * * * * * * * *

The foregoing Resolution was passed and adopted by the Board of Education of the Los Banos Unified School District at a meeting of the Board on March 10, 2016, by the following vote:

AYES: _____
NOES: _____
ABSENT: _____
ABSTAIN: _____

LOS BANOS UNIFIED SCHOOL DISTRICT

By: _____
President, Board of Education

Attest:

_____
Clerk, Board of Education

SC071603

Board Reference Material

SUBJECT TITLE: **Update of District Academic Supports**

REQUESTED ACTION: Discussion only

Action _____ Discussion/Information ___X___

RECOMMENDATION:

Staff will update the Board on the academic supports that are in place for the 2015-16 school year.

BACKGROUND INFORMATION:

The Board has requested an update from District Staff on the activities and supports that are in place to support and increase student success on the California Assessment of Student Performance and Progress (CAASPP).

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

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

The cost for the programs and activities in place were approved by the Board in the 2015-16 LCAP.

ORIGINATOR: Paul Enos and Paula Mastrangelo, Assistant Superintendents
Date: March 10, 2016

Board Reference Material

SUBJECT TITLE: **2015-2016 Single Plans for Student Achievement**

REQUESTED ACTION: Approve

Action ___X___ Discussion/Information_____

RECOMMENDATION:
It is recommended that the Board approve the 2015-2016 Single Plans for Student Achievement.

BACKGROUND INFORMATION:
Annually, the Los Banos Unified School District approves the school single plans for student achievement that have been approved by School Site Councils and forwarded to the Board. The plans outline the activities and expenditures for supplemental state and federal funding provided through the Consolidated Application for Funding Categorical Aid Programs. Each school in submitting its document declares it has been reviewed and updated by the School Site Council and meets the intent of site plan requirements. Plans address the following programs:

Local Control Funding Formula (LCFF) Supplemental and Concentration Grant
Economic Impact Aid ... Carryover only
Title I (Part A) Educationally Disadvantaged Youth
Title I (Part A) Parent Involvement ... this is a reservation from the total Title I, Part A allocation
Title III Limited English Proficient Students

The following sites are submitting their plans for approval at this time:

Westside Union	R. M. Miano Elementary
Los Banos Elementary	Lorena Falasco Elementary
Volta Elementary	Henry Miller Elementary
Charleston Elementary	Los Banos Junior High School
Los Banos High School	San Luis High School
Pacheco High School	Mercey Springs Elementary

In submitting these plans to the District, each school agrees to operate each program as required by the state requirements.

Site single plans are available in the office of the Elementary Assistant Superintendent for review by the Board. Once approved, Plans are posted on the District website.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?
1. Promote the educational success of all students by closing the achievement gap between groups of students by using best practices to attain proficiency or better by all students in reading and mathematics.

ALTERNATIVES/IDENTIFIED OPPOSITION:
None identified.

SPECIFIC FINANCIAL IMPACT:
Sites without approved plans for the 2015-2016 school year will not be able to spend allocated funds from the supplemental categorical programs for the 2015-2016 school year.

ORIGINATOR: Paula Mastrangelo, Assistant Superintendent Elementary Education
DATE: March 10, 2016

Board Reference Material

SUBJECT TITLE: **First Reading: BP 3555**

REQUESTED ACTION: Declare Intent to Adopt

Action __X__ **Discussion/Information**_____

RECOMMENDATION:

It is recommended that the Board declare its intent to 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: March 10, 2016

Los Banos USD

Board Policy

Nutrition Program Compliance

BP 3555
Business and Noninstructional 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:

"In accordance with federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, religion, political beliefs, or disability. In addition, California law prohibits discrimination on any basis identified in Government Code 12940.

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TTY). USDA is an equal opportunity provider and employer."

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 "This institution is an equal opportunity provider" in the same print size as the rest of the text.

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

Policy LOS BANOS UNIFIED SCHOOL DISTRICT
adopted: March 10, 2016 Los Banos, California

Board Reference Material

SUBJECT TITLE: Public Hearing: Initial Bargaining Proposal from CSEA

REQUESTED ACTION: Hold Public Hearing and Adopt Proposal

Action___X___ Discussion/Information_____

RECOMMENDATION:

It is recommended the Board hold a public hearing on the CSEA Initial Bargaining Proposal, followed by acceptance of the proposal. The Board will act to accept the proposal and begin the negotiation process.

BACKGROUND INFORMATION:

Each year, the California School Employees Association and District submit a bargaining proposal per our contractual agreement. The purpose of this item is to allow for public comment. Once this "sunshining" procedure has taken place, negotiations can begin.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None identified.

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

The financial cost will be reported when the negotiated settlement is approved by the Board.

ORIGINATOR: Steve M. Tietjen, Ed.D, Superintendent
Date: March 10, 2016

February 16, 2016

Dr. Steve Tietjen, Superintendent
Los Banos Unified School District
1717 S. Eleventh Street
Los Banos, CA 93635

RE: CSEA's Sunshine Proposal, 2016-17

Dr. Tietjen:

Pursuant to Government Code section 3547, the California School Employees Association, Chapter 92 hereby submits our Sunshine Proposal for fiscal year 2016-2017.

1. Salary & Benefits

2. Mutually agreed upon items

Sincerely,

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
Norman Betteridge, President

cc: Debra Garabedian, CSEA LRR

Board Reference Material

SUBJECT TITLE: Approve Job Description for License Clinical Social Worker (LCSW)

REQUESTED ACTION: Approve

Action __X__ **Discussion/Information_____**

RECOMMENDATION:

It is recommended the Board approve the job description of License Clinical Social Worker (LCSW). He/she shall have primary responsibility for coordinating all psychosocial community services under the general direction of the Bilingual English Language Development and Family Services Coordinator. In accordance with policies, procedures and protocols established by NHSI standards of practice and licensing and certificate and other regulatory agencies requirements. Responsible for implementing community educational programs, assessing problems and determining appropriate types and methods of treatment, and implementing intervention methodologies; acts as Program Consultant to staff members with or without professional training; functions in such areas as counseling, protective services, and family services.

BACKGROUND INFORMATION:

The District needs a LCSW position to attend to the needs of our families in the community. This position would assist our students and their families by connecting them with services they may need that would support learning and social and emotional welfare. The LCSW would also provide training for the families in a wide variety of social and emotional issues. The LCSW will need familiarity with multicultural groups, and previous work experience in a multicultural setting.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None.

SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):
This position will be placed on the Director & Supervisor Salary Schedule at Range 19.

ORIGINATOR: Pat Atkins, Assistant Superintendent, Human Resources
Date: March 10, 2016

LOS BANOS UNIFIED SCHOOL DISTRICT

CERTIFICATED EMPLOYEE
JOB DESCRIPTION

LICENSED CLINICAL SOCIAL WORKER

Position Description

He/she shall have primary responsibility for coordinating all psychosocial community services under the general direction of the Coordinator for English Language Development. In accordance with policies, procedures and protocols established by NHSI standards of practice and licensing and certificate and other regulatory agencies requirements. Responsible for implementing community educational programs, assessing problems and determining appropriate types and methods of treatment, and implementing intervention methodologies; acts as Program Consultant to staff members with or without professional training; functions in such areas as counseling, protective services, and family services.

Required Qualifications

(1) Bachelor of Science or Arts in Social Work, Counseling, Psychology, or an acceptable related field required, with Master's degree preferred.

(2) Experience in an ambulatory health center preferred.

(3) Self starter, capable of managing staff and give directions to others and work under pressure in certain cases.

(4) Requires someone familiar with and sensitive to Hispanic culture, family customs and child rearing practices.

(5) Bilingual in English and Spanish preferred.

(6) Familiarity with multicultural groups, previous work experience in a multicultural setting and willingness to enroll language and multicultural coursework to supplement training if necessary.

(8) LCSW – License as Clinical Social Worker

Major Responsibilities

(1) Assist in the assessment, planning, arranging, and implementing of psychosocial programs.

(2) Responsible for the content of education and counseling programs for both individual patients or groups of patients and serves as liaison to community, individuals and groups as appropriate.

(3) Counsel patients and interpret to professional and lay groups the special psychosocial needs of patients by identifying psychosocial disorders.

(4) Counsel patients during pregnancy.

(5) Conduct surveys and studies relating to psychosocial status and patterns of population groups as directed

(6) Review and evaluate recent psychosocial health research and interpret it to professionals and patients.

(7) Perform short term counseling and crisis intervention as necessary.

(8) Assist in the implementation of community and social programs as a professional counselor in accordance with NHSI grants/contracts with federal, state, and local agencies and mandates of service requirements with those grants/contracts.

(9) Conduct report writing on a quarterly basis or as needed on the Community Challenge Grant.

(10)Prepare psychosocial educational materials as needed or required.

(11)Coordinate with clinical, health education, community health and other staff members in the provision of services to patients. Provide referrals for services needed.

(12)Coordinate with other organizational entities involved in psychosocial and mental health services.

(13)Use tests, measurements, and measurement scale for general and specific assessments as well as objective patient criteria in the provision of services and evaluation procedures.

(14)Provide in-service presentations to staff as needed or required.

(15)Provide community service information as an outreach worker such as required.

(16)Conduct health related educational presentations to both adults and teens in school and clinical settings.

(17)Assume other responsibilities as directed.

Salary: $28.36 - $33.17 Hourly Rate at 8 Hours per day for 261work days for 12 months.

Board Reference Material

SUBJECT TITLE: **Addition to the Director and Supervisor Salary Schedule**

REQUESTED ACTION: Approve

Action__X__ Discussion/Information_____

RECOMMENDATION:

It is recommended the Board approve adding the Licensed Clinical Social Worker (LCSW) position to Director and Supervisor salary schedule. This position will begin at a Range 19.

BACKGROUND INFORMATION:

Licensed Clinical Social Workers require very specific and rigorous licensing requirements similar to that required for Board Certified Behavior Analysts (BCBA). The Required Experience for an LCSW is attached. The salary used was based upon National Salary Data.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None at this time.

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

$28.36 - $33.17 hourly rate at 8 hours per day at 261 work days

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ORIGINATOR: Pat Atkins, Assistant Superintendent, Human Resources
Date: February 10, 2016

LOS BANOS UNIFIED SCHOOL DISTRICT
DIRECTOR & SUPERVISOR SALARY SCHEDULE

RANGE	CLASSIFICATION
17	EXECUTIVE SECRETARY / OFFICE SUPERVISOR
19	LICENSED CLINICAL SOCIAL WORKER
20	TRANSPORTATION SUPERVISOR
20	FISCAL SERVICES SUPERVISOR
23	CAFETERIA SUPERVISOR
23	MAINTENANCE & OPERATIONS SUPERVISOR
23	MAINTENANCE / OPERATIONS / TRANSPORTATION SUPERVISOR
23	BEFORE / AFTER SCHOOL PROGRAM SUPERVISOR
26	TRANSPORTATION MANAGER
26	NETWORK SYSTEMS ADMINISTRATOR
31	INFORMATION SYSTEMS SUPERVISOR
32	DIRECTOR FACILITIES / OPERATIONS / TRANSPORTATION
32	DIRECTOR OF CLASSIFIED PERSONNEL
32	DIRECTOR OF FISCAL SERVICES
32	BOARD CERTIFIED BEHAVIOR ANALYST

Los Banos Unified School District
2015-2016
Director & Supervisor Salary Schedule

Highlighted area indicates a monthly salary for an 8 hour employees w/ 261 paid days.

Range	I	II	III	IV	V	VI 6-9 yrs	VII 10-14 yrs	VIII 15-19 yrs	IX 20-24 yrs	X 25-29 yrs	XI 30-34 yrs	XII 35 + yrs
12	$21.55	$22.41	$23.31	$24.24	$25.20	$26.21	$27.26	$28.36	$29.49	$30.67	$31.90	$33.16
	$3,749.70	$3,899.34	$4,055.94	$4,217.76	$4,384.80	$4,560.54	$4,743.24	$4,934.64	$5,131.26	$5,336.58	$5,550.60	$5,769.84
12A	$21.98	$22.86	$23.77	$24.72	$25.70	$26.73	$27.80	$28.92	$30.07	$31.27	$32.53	$33.83
	$3,824.52	$3,977.64	$4,135.98	$4,301.28	$4,471.80	$4,651.02	$4,837.20	$5,032.08	$5,232.18	$5,440.98	$5,660.22	$5,886.42
13	$22.41	$23.31	$24.24	$25.20	$26.21	$27.26	$28.36	$29.49	$30.67	$31.90	$33.16	$34.49
	$3,899.34	$4,055.94	$4,217.76	$4,384.80	$4,560.54	$4,743.24	$4,934.64	$5,131.26	$5,336.58	$5,550.60	$5,769.84	$6,001.26
13A	$22.86	$23.77	$24.72	$25.70	$26.73	$27.80	$28.92	$30.07	$31.27	$32.53	$33.83	$35.17
	$3,977.64	$4,135.98	$4,301.28	$4,471.80	$4,651.02	$4,837.20	$5,032.08	$5,232.18	$5,440.98	$5,660.22	$5,886.42	$6,119.58
14	$23.31	$24.24	$25.20	$26.21	$27.26	$28.36	$29.49	$30.67	$31.90	$33.16	$34.49	$35.87
	$4,055.94	$4,217.76	$4,384.80	$4,560.54	$4,743.24	$4,934.64	$5,131.26	$5,336.58	$5,550.60	$5,769.84	$6,001.26	$6,241.38
14A	$23.77	$24.72	$25.70	$26.73	$27.80	$28.92	$30.07	$31.27	$32.53	$33.83	$35.17	$36.59
	$4,135.98	$4,301.28	$4,471.80	$4,651.02	$4,837.20	$5,032.08	$5,232.18	$5,440.98	$5,660.22	$5,886.42	$6,119.58	$6,366.66
15	$24.24	$25.20	$26.21	$27.26	$28.36	$29.49	$30.67	$31.90	$33.16	$34.49	$35.87	$37.31
	$4,217.76	$4,384.80	$4,560.54	$4,743.24	$4,934.64	$5,131.26	$5,336.58	$5,550.60	$5,769.84	$6,001.26	$6,241.38	$6,491.94
15A	$24.72	$25.70	$26.73	$27.80	$28.92	$30.07	$31.27	$32.53	$33.83	$35.17	$36.59	$38.05
	$4,301.28	$4,471.80	$4,651.02	$4,837.20	$5,032.08	$5,232.18	$5,440.98	$5,660.22	$5,886.42	$6,119.58	$6,366.66	$6,620.70
16	$25.20	$26.21	$27.26	$28.36	$29.49	$30.67	$31.90	$33.16	$34.49	$35.87	$37.31	$38.80
	$4,384.80	$4,560.54	$4,743.24	$4,934.64	$5,131.26	$5,336.58	$5,550.60	$5,769.84	$6,001.26	$6,241.38	$6,491.94	$6,751.20
16A	$25.70	$26.73	$27.80	$28.92	$30.07	$31.27	$32.53	$33.83	$35.17	$36.59	$38.05	$39.57
	$4,471.80	$4,651.02	$4,837.20	$5,032.08	$5,232.18	$5,440.98	$5,660.22	$5,886.42	$6,119.58	$6,366.66	$6,620.70	$6,885.18
17	$26.21	$27.26	$28.36	$29.49	$30.67	$31.90	$33.16	$34.49	$35.87	$37.31	$38.80	$40.35
	$4,560.54	$4,743.24	$4,934.64	$5,131.26	$5,336.58	$5,550.60	$5,769.84	$6,001.26	$6,241.38	$6,491.94	$6,751.20	$7,020.90
17A	$26.73	$27.80	$28.92	$30.07	$31.27	$32.53	$33.83	$35.17	$36.59	$38.05	$39.57	$41.17
	$4,651.02	$4,837.20	$5,032.08	$5,232.18	$5,440.98	$5,660.22	$5,886.42	$6,119.58	$6,366.66	$6,620.70	$6,885.18	$7,163.58
18	$27.26	$28.36	$29.49	$30.67	$31.90	$33.16	$34.49	$35.87	$37.31	$38.80	$40.35	$41.96
	$4,743.24	$4,934.64	$5,131.26	$5,336.58	$5,550.60	$5,769.84	$6,001.26	$6,241.38	$6,491.94	$6,751.20	$7,020.90	$7,301.04
18A	$27.80	$28.92	$30.07	$31.27	$32.53	$33.83	$35.17	$36.59	$38.05	$39.57	$41.17	$42.80
	$4,837.20	$5,032.08	$5,232.18	$5,440.98	$5,660.22	$5,886.42	$6,119.58	$6,366.66	$6,620.70	$6,885.18	$7,163.58	$7,447.20
19	$28.36	$29.49	$30.67	$31.90	$33.17	$34.49	$35.87	$37.31	$38.80	$40.35	$41.96	$43.65
	$4,934.64	$5,131.26	$5,336.58	$5,550.60	$5,771.58	$6,001.26	$6,241.38	$6,491.94	$6,751.20	$7,020.90	$7,301.04	$7,595.10
19A	$28.92	$30.07	$31.27	$32.53	$33.83	$35.17	$36.59	$38.05	$39.57	$41.17	$42.80	$44.51
	$5,032.08	$5,232.18	$5,440.98	$5,660.22	$5,886.42	$6,119.58	$6,366.66	$6,620.70	$6,885.18	$7,163.58	$7,447.20	$7,744.74
20	$29.49	$30.67	$31.90	$33.16	$34.49	$35.87	$37.31	$38.80	$40.35	$41.96	$43.65	$45.39
	$5,131.26	$5,336.58	$5,550.60	$5,769.84	$6,001.26	$6,241.38	$6,491.94	$6,751.20	$7,020.90	$7,301.04	$7,595.10	$7,897.86
20A	$30.62	$31.27	$32.53	$33.83	$35.17	$36.59	$38.05	$39.57	$41.17	$42.80	$44.51	$46.30
	$5,327.88	$5,440.98	$5,660.22	$5,886.42	$6,119.58	$6,366.66	$6,620.70	$6,885.18	$7,163.58	$7,447.20	$7,744.74	$8,056.20
21	$30.67	$31.90	$33.16	$34.49	$35.87	$37.31	$38.80	$40.35	$41.96	$43.65	$45.39	$47.21
	$5,336.58	$5,550.60	$5,769.84	$6,001.26	$6,241.38	$6,491.94	$6,751.20	$7,020.90	$7,301.04	$7,595.10	$7,897.86	$8,214.54
21A	$31.27	$32.53	$33.83	$35.17	$36.59	$38.05	$39.57	$41.17	$42.80	$44.51	$46.30	$48.14
	$5,440.98	$5,660.22	$5,886.42	$6,119.58	$6,366.66	$6,620.70	$6,885.18	$7,163.58	$7,447.20	$7,744.74	$8,056.20	$8,376.36
22	$31.90	$33.16	$34.49	$35.87	$37.31	$38.80	$40.35	$41.97	$43.65	$45.39	$47.21	$49.10
	$5,550.60	$5,769.84	$6,001.26	$6,241.38	$6,491.94	$6,751.20	$7,020.90	$7,302.78	$7,595.10	$7,897.86	$8,214.54	$8,543.40
22A	$32.53	$33.83	$35.17	$36.59	$38.05	$39.57	$41.17	$42.80	$44.51	$46.30	$48.14	$50.07
	$5,660.22	$5,886.42	$6,119.58	$6,366.66	$6,620.70	$6,885.18	$7,163.58	$7,447.20	$7,744.74	$8,056.20	$8,376.36	$8,712.18
23	$33.16	$34.49	$35.87	$37.31	$38.80	$40.35	$41.96	$43.65	$45.39	$47.21	$49.09	$51.05
	$5,769.84	$6,001.26	$6,241.38	$6,491.94	$6,751.20	$7,020.90	$7,301.04	$7,595.10	$7,897.86	$8,214.54	$8,541.66	$8,882.70
23A	$33.83	$35.17	$36.59	$38.05	$39.57	$41.17	$42.80	$44.51	$46.30	$48.14	$50.07	$52.08
	$5,886.42	$6,119.58	$6,366.66	$6,620.70	$6,885.18	$7,163.58	$7,447.20	$7,744.74	$8,056.20	$8,376.36	$8,712.18	$9,061.92
24	$34.49	$35.87	$37.31	$38.80	$40.35	$41.96	$43.65	$45.39	$47.21	$49.09	$51.05	$53.10
	$6,001.26	$6,241.38	$6,491.94	$6,751.20	$7,020.90	$7,301.04	$7,595.10	$7,897.86	$8,214.54	$8,541.66	$8,882.70	$9,239.40
24A	$35.17	$36.59	$38.05	$42.87	$41.17	$42.80	$44.51	$46.30	$48.14	$50.07	$52.08	$54.17
	$6,119.58	$6,366.66	$6,620.70	$7,459.38	$7,163.58	$7,447.20	$7,744.74	$8,056.20	$8,376.36	$8,712.18	$9,061.92	$9,425.58
25	$35.87	$37.31	$38.80	$40.35	$41.97	$43.65	$45.39	$47.21	$49.09	$51.05	$53.43	$55.22
	$6,241.38	$6,491.94	$6,751.20	$7,020.90	$7,302.78	$7,595.10	$7,897.86	$8,214.54	$8,541.66	$8,882.70	$9,296.82	$9,608.28

25A	$36.59	$38.05	$39.57	$41.17	$42.80	$44.51	$46.30	$48.14	$50.07	$52.08	$54.17	$56.32
	$6,366.66	$6,620.70	$6,885.18	$7,163.58	$7,447.20	$7,744.74	$8,056.20	$8,376.36	$8,712.18	$9,061.92	$9,425.58	$9,799.68
26	$37.31	$38.80	$40.35	$41.96	$43.65	$45.39	$47.21	$49.09	$51.05	$53.10	$55.22	$57.43
	$6,491.94	$6,751.20	$7,020.90	$7,301.04	$7,595.10	$7,897.86	$8,214.54	$8,541.66	$8,882.70	$9,239.40	$9,608.28	$9,992.82
26A	$38.05	$39.57	$41.17	$42.80	$44.51	$46.30	$48.14	$50.07	$52.08	$54.17	$56.32	$58.58
	$6,620.70	$6,885.18	$7,163.58	$7,447.20	$7,744.74	$8,056.20	$8,376.36	$8,712.18	$9,061.92	$9,425.58	$9,799.68	$10,192.92
27	$38.80	$40.35	$41.96	$43.65	$45.39	$47.21	$49.09	$51.05	$53.10	$55.22	$57.43	$59.73
	$6,751.20	$7,020.90	$7,301.04	$7,595.10	$7,897.86	$8,214.54	$8,541.66	$8,882.70	$9,239.40	$9,608.28	$9,992.82	$10,393.02
27A	$39.57	$41.17	$42.80	$44.51	$46.30	$48.14	$50.07	$52.08	$54.17	$56.32	$58.58	$60.92
	$6,885.18	$7,163.58	$7,447.20	$7,744.74	$8,056.20	$8,376.36	$8,712.18	$9,061.92	$9,425.58	$9,799.68	$10,192.92	$10,600.08
28	$40.35	$41.96	$43.65	$45.39	$47.21	$49.09	$51.05	$53.10	$55.22	$57.43	$59.73	$62.12
	$7,020.90	$7,301.04	$7,595.10	$7,897.86	$8,214.54	$8,541.66	$8,882.70	$9,239.40	$9,608.28	$9,992.82	$10,393.02	$10,808.88
28A	$41.17	$42.80	$44.51	$46.30	$48.14	$50.07	$52.08	$54.17	$56.32	$58.58	$60.92	$63.36
	$7,163.58	$7,447.20	$7,744.74	$8,056.20	$8,376.36	$8,712.18	$9,061.92	$9,425.58	$9,799.68	$10,192.92	$10,600.08	$11,024.64
29	$41.96	$43.65	$45.39	$47.21	$49.09	$51.05	$53.10	$55.22	$57.43	$59.73	$62.12	$64.60
	$7,301.04	$7,595.10	$7,897.86	$8,214.54	$8,541.66	$8,882.70	$9,239.40	$9,608.28	$9,992.82	$10,393.02	$10,808.88	$11,240.40
29A	$42.80	$44.51	$46.30	$48.51	$50.07	$52.08	$54.17	$56.32	$58.58	$60.92	$63.36	$65.89
	$7,447.20	$7,744.74	$8,056.20	$8,440.74	$8,712.18	$9,061.92	$9,425.58	$9,799.68	$10,192.92	$10,600.08	$11,024.64	$11,464.86
30	$43.65	$45.39	$47.21	$49.09	$51.05	$53.10	$55.22	$57.44	$59.73	$62.12	$64.60	$67.19
	$7,595.10	$7,897.86	$8,214.54	$8,541.66	$8,882.70	$9,239.40	$9,608.28	$9,994.56	$10,393.02	$10,808.88	$11,240.40	$11,691.06
30A	$44.51	$46.30	$48.14	$50.07	$52.08	$54.17	$56.32	$58.58	$60.92	$63.36	$65.89	$67.43
	$7,744.74	$8,056.20	$8,376.36	$8,712.18	$9,061.92	$9,425.58	$9,799.68	$10,192.92	$10,600.08	$11,024.64	$11,464.86	$11,732.82
31	$45.39	$47.21	$49.09	$51.05	$53.10	$55.22	$57.44	$59.74	$62.12	$64.60	$67.19	$69.88
	$7,897.86	$8,214.54	$8,541.66	$8,882.70	$9,239.40	$9,608.28	$9,994.56	$10,394.76	$10,808.88	$11,240.40	$11,691.06	$12,159.12
31A	$46.30	$48.14	$50.07	$52.08	$54.17	$56.32	$58.58	$60.92	$63.36	$65.89	$68.53	$71.28
	$8,056.20	$8,376.36	$8,712.18	$9,061.92	$9,425.58	$9,799.68	$10,192.92	$10,600.08	$11,024.64	$11,464.86	$11,924.22	$12,402.72
32	$47.21	$85.50	$51.05	$53.10	$55.22	$57.43	$59.73	$62.12	$64.60	$67.19	$69.88	$72.65
	$8,214.54	$14,877.00	$8,882.70	$9,239.40	$9,608.28	$9,992.82	$10,393.02	$10,808.88	$11,240.40	$11,691.06	$12,159.12	$12,641.10
32A	$48.14	$50.07	$52.08	$54.17	$56.32	$58.58	$60.92	$63.36	$65.34	$76.26	$71.28	$74.12
	$8,376.36	$8,712.18	$9,061.92	$9,425.58	$9,799.68	$10,192.92	$10,600.08	$11,024.64	$11,369.16	$13,269.24	$12,402.72	$12,896.88
33	$49.09	$51.05	$53.10	$55.22	$57.43	$59.73	$62.12	$64.60	$67.19	$69.88	$72.65	$75.58
	$8,541.66	$8,882.70	$9,239.40	$9,608.28	$9,992.82	$10,393.02	$10,808.88	$11,240.40	$11,691.06	$12,159.12	$12,641.10	$13,150.92
33A	$50.07	$52.08	$54.17	$56.32	$58.58	$60.92	$63.36	$65.89	$68.53	$71.28	$74.12	$77.08
	$8,712.18	$9,061.92	$9,425.58	$9,799.68	$10,192.92	$10,600.08	$11,024.64	$11,464.86	$11,924.22	$12,402.72	$12,896.88	$13,411.92
34	$51.05	$53.10	$55.22	$57.43	$59.73	$62.12	$64.60	$67.19	$69.88	$72.65	$75.58	$78.59
	$8,882.70	$9,239.40	$9,608.28	$9,992.82	$10,393.02	$10,808.88	$11,240.40	$11,691.06	$12,159.12	$12,641.10	$13,150.92	$13,674.66
34A	$52.08	$54.17	$56.32	$58.58	$60.92	$63.36	$65.89	$68.53	$71.28	$74.12	$77.08	$80.16
	$9,061.92	$9,425.58	$9,799.68	$10,192.92	$10,600.08	$11,024.64	$11,464.86	$11,924.22	$12,402.72	$12,896.88	$13,411.92	$13,947.84
35	$53.10	$55.22	$57.43	$59.73	$62.12	$64.60	$67.19	$69.88	$72.65	$75.58	$78.59	$81.74
	$9,239.40	$9,608.28	$9,992.82	$10,393.02	$10,808.88	$11,240.40	$11,691.06	$12,159.12	$12,641.10	$13,150.92	$13,674.66	$14,222.76
35A	$54.17	$56.32	$58.58	$60.92	$63.36	$65.89	$68.53	$71.28	$74.12	$77.08	$80.16	$83.37
	$9,425.58	$9,799.68	$10,192.92	$10,600.08	$11,024.64	$11,464.86	$11,924.22	$12,402.72	$12,896.88	$13,411.92	$13,947.84	$14,506.38
36	$55.25	$57.45	$59.75	$62.14	$64.63	$67.21	$69.90	$72.71	$75.60	$78.62	$81.76	$85.04
	$9,613.50	$9,996.30	$10,396.50	$10,812.36	$11,245.62	$11,694.54	$12,162.60	$12,651.54	$13,154.40	$13,679.88	$14,226.24	$14,796.96
36A	$56.37	$58.60	$60.95	$63.38	$65.92	$68.55	$71.30	$74.15	$77.12	$80.19	$83.41	$86.74
	$9,808.38	$10,196.40	$10,605.30	$11,028.12	$11,470.08	$11,927.70	$12,406.20	$12,902.10	$13,418.88	$13,953.06	$14,513.34	$15,092.76

Board Reference Material

SUBJECT TITLE: **Signing Bonus for Specific Single Subject Credentials**

REQUESTED ACTION:

Action__X_____ **Discussion/Information:**

RECOMMENDATION:
It is recommended the Board approve a $5,000 signing bonus for single subject credentials in Math, Science, and Special Education.

BACKGROUND INFORMATION:

The District is again anticipating difficulty attracting qualified credentialed applicants to fill some of the most critical positions. Last year the District offered 13 teachers the signing bonus. To be eligible for the bonus, the candidate must hold the credential either preliminary or clear and commit to Los Banos for two years.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None identified

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

The onetime signing bonus payment will be applied in the July 2016 payroll warrants. The approximate cost will be $60,000. This cost is based on the current openings that would be eligible for the bonus.

ORIGINATOR: Pat Atkins, Assistant Superintendent, Human Resources
Date: March 10, 2016

LBUSD Positions Eligible for Signing Bonus

Special Ed (1)
Science (3)
Math (2)

Signing Bonus	$5,000
Eligible Positions as of 2/25/16	6
Possible Eligible Estimate	6
Total Estimated Cost	$60,000

Board Reference Material

SUBJECT TITLE: **LBTA Negotiated Tentative Agreement**

REQUESTED ACTION: Hold a Public Hearing and Ratify the Agreement

Action___X_____ Discussion/Information_____

RECOMMENDATION:

It is recommended the Board hold a Public Hearing and ratify the negotiated settlement with the Los Banos Teachers' Association

BACKGROUND INFORMATION:

The District and LBTA have negotiated a Tentative Agreement for the 2015-16, 2016-2017, and 2017-2018 school years. This agreement was ratified by the LBTA membership. The entire text of the Tentative Agreement is attached.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None.

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

2015 – 2016: Additional 4% on schedule salary increase retroactive to July 1, 2015, also includes the extra duty salary schedule.

2016 – 2017: 6% on schedule salary increase also includes the extra duty salary schedule.

2017 - 2018: 3% on schedule salary increase (185 work days) also includes the extra duty salary schedule.

ORIGINATOR: Pat Atkins, Assistant Superintendent, Human Resources
Date: March 10, 2016

Tentative Agreement Between
Los Banos Unified School District
and
Los Banos Teachers Association
February 1, 2016

Recognition

Article 1.1: The board grants exclusive recognition to the Los Banos Teachers' Association for all certificated employees except Superintendent, Assistant Superintendents, Principals, Teaching Principals, Vice Principals, Assistant Principals, ~~Administrative Assistants~~, ~~Project~~ Coordinators, Psychologists, Directors, Certificated Nurses, Learning Directors, Program Specialists, Counselors and substitute employees for the purpose of meeting and negotiating. (refer to administrative salary schedule for detailed list).

Department Chairs

Article VI.15: Effective July 1, ~~2010~~ 2016, Los Banos High School, Pacheco High School, Los Banos Junior High School and Creekside Junior High School will have one department chair per department.

Early Retirement Notification Incentive

Article VIII.4: Beginning February 15, 2017, a unit member who notifies the district HR department in writing no later than February 15 that he/she will retire through STRS/PERS will receive a $1,500 bonus added to his/her June pay warrant. For the 2015-16 school year only, the deadline for submission will be extended to March 15, 2016.

Personnel Evaluations

Article XVII: 6:

C. Each employee, at the beginning of each school year, will be provided or have access to at each school site the following materials:

(1). A Board of Education letter acquainting all certificated employees with the Stull Bill and endorsing the guidelines.

(2). A copy of the Stull Bill (Exhibit G).

(3). A statement of philosophy and goals of the Los Banos Unified School District.

(4). A job description fitting the employee's position and responsibilities.

(5). A copy of the Certificated Evaluation (Exhibit F).

Exhibit F: Revised to reflect the current California Standards for the Teaching Profession (see attached).

Exhibit G: Newly developed Stull Bill Forms (see attached).

Salary
2015-16: Additional 4% on salary schedule increase retroactive to July 1, 2015 (also includes extra duty salary schedule).

2016-17: 6% on salary schedule increase (also includes extra duty salary schedule).

2017-18: 3% on salary schedule increase (also includes extra duty salary schedule).

Early Retirement Incentive
Article VIII. 3. E: The benefits shall be paid to the employee or their estate in one lump sum payment, less withholdings and taxes, ~~in January of the fiscal year following the unit member's retirement~~ within 60 days of the last day of employment.

Benefits
Article VIII.C: ~~For the 2014-15 and 2015-16 school years~~, Beginning October 1, ~~2014~~ 2016, the district will annually cover up to a 5% increase with a 50/50 split between district and employee any increase from 5% to 8%.

Contract Terms
Extend the provisions of the contract through June 30, 2018.

Negotiations Procedure
Article III.1: There shall be no reopening of any item or provision during the term of this Agreement~~, unless mutually agreed upon,~~ except as follows: ~~The opener during the term of the contract will include Article VI of the Agreement "salary", beginning with the work year 2016-17 and~~ one article by each party, other than salary and benefits, and any other mutually agreed upon item(s) for all years of the agreement.

Agreed this first day of February, 2016

For the Los Banos Unified School District:

For the Los Banos Teachers' Association:

LOS BANOS UNIFIED SCHOOL DISTRICT

2015-2016 CERTIFICATED SALARY SCHEDULE
(2% + 4% Effective 7/1/15)

	CLASS I		CLASS III		CLASS IV		CLASS V		CLASS VI	
	BA + No Regular Cred		BA + 30 + Regular Credential		BA + 45 or MA + Regular Credential		BA + 60 or MA + 15 + Regular Credential		BA + 75 or MA + 30 + Regular Credential	
STEP	Month	Annual	Month	Annual	Month	Annual	Month	Annual	Month	Annual
1	$3,885.83	$46,630	$4,223.67	$50,684	$4,392.75	$52,713	$4,561.58	$54,739	$4,730.67	$56,768
2	$4,054.67	$48,656	$4,392.75	$52,713	$4,561.58	$54,739	$4,730.67	$56,768	$4,899.58	$58,795
3	$4,223.67	$50,684	$4,561.58	$54,739	$4,730.67	$56,768	$4,899.58	$58,795	$5,068.67	$60,824
4	$4,392.75	$52,713	$4,730.67	$56,768	$4,899.58	$58,795	$5,068.67	$60,824	$5,237.58	$62,851
5			$4,899.58	$58,795	$5,068.67	$60,824	$5,237.58	$62,851	$5,406.67	$64,880
6			$5,068.67	$60,824	$5,237.58	$62,851	$5,406.67	$64,880	$5,575.42	$66,905
7			$5,237.58	$62,851	$5,406.67	$64,880	$5,575.42	$66,905	$5,744.50	$68,934
8					$5,575.42	$66,905	$5,744.50	$68,934	$5,913.50	$70,962
9					$5,744.50	$68,934	$5,913.50	$70,962	$6,082.33	$72,988
10					$5,913.50	$70,962	$6,082.33	$72,988	$6,251.42	$75,017
11							$6,251.42	$75,017	$6,420.33	$77,044
12							$6,420.33	$77,044	$6,589.42	$79,073
13							$6,589.42	$79,073	$6,758.17	$81,098
14									$6,927.25	$83,127
15									$7,096.00	$85,152
16									$7,265.17	$87,182
17									$7,434.00	$89,208
18									$7,602.83	$91,234
19									$7,771.58	$93,259
Longevity 24									$7,982.42	$95,789
Longevity 28									$8,193.42	$98,321

Note 1: To achieve the 24th step in Class VI, an employee must have worked in the District at least 10 years.
Note 2: To achieve the 28th step in Class VI, an employee must have worked in the District at least 15 years.

Effective: July 1, 2015

LOS BANOS UNIFIED SCHOOL DISTRICT

2016-2017 CERTIFICATED SALARY SCHEDULE
(6% Effective 7/1/16)

	CLASS I		CLASS III		CLASS IV		CLASS V		CLASS VI	
	BA + No Regular Cred		BA + 30 + Regular Credential		BA + 45 or MA + Regular Credential		BA + 60 or MA + 15 + Regular Credential		BA + 75 or MA + 30 + Regular Credential	
STEP	Month	Annual	Month	Annual	Month	Annual	Month	Annual	Month	Annual
1	$4,119.00	$49,428	$4,477.08	$53,725	$4,656.33	$55,876	$4,835.25	$58,023	$5,014.50	$60,174
2	$4,297.92	$51,575	$4,656.33	$55,876	$4,835.25	$58,023	$5,014.50	$60,174	$5,193.58	$62,323
3	$4,477.08	$53,725	$4,835.25	$58,023	$5,014.50	$60,174	$5,193.58	$62,323	$5,372.75	$64,473
4	$4,656.33	$55,876	$5,014.50	$60,174	$5,193.58	$62,323	$5,372.75	$64,473	$5,551.83	$66,622
5			$5,193.58	$62,323	$5,372.75	$64,473	$5,551.83	$66,622	$5,731.08	$68,773
6			$5,372.75	$64,473	$5,551.83	$66,622	$5,731.08	$68,773	$5,909.92	$70,919
7			$5,551.83	$66,622	$5,731.08	$68,773	$5,909.92	$70,919	$6,089.17	$73,070
8					$5,909.92	$70,919	$6,089.17	$73,070	$6,268.33	$75,220
9					$6,089.17	$73,070	$6,268.33	$75,220	$6,447.25	$77,367
10					$6,268.33	$75,220	$6,447.25	$77,367	$6,626.50	$79,518
11							$6,626.50	$79,518	$6,805.58	$81,667
12							$6,805.58	$81,667	$6,984.75	$83,817
13							$6,984.75	$83,817	$7,163.67	$85,964
14									$7,342.92	$88,115
15									$7,521.75	$90,261
16									$7,701.08	$92,413
17									$7,880.00	$94,560
18									$8,059.00	$96,708
19									$8,237.92	$98,855
Longevity 24									$8,461.33	$101,536
Longevity 28									$8,685.00	$104,220

Note 1: To achieve the 24th step in Class VI, an employee must have worked in the District at least 10 years.
Note 2: To achieve the 28th step in Class VI, an employee must have worked in the District at least 15 years.

Effective: July 1, 2016

LOS BANOS UNIFIED SCHOOL DISTRICT

2017-2018 CERTIFICATED SALARY SCHEDULE
(3% Effective 7/1/17)

	CLASS I		CLASS III		CLASS IV		CLASS V		CLASS VI	
	BA + No Regular Cred		BA + 30 + Regular Credential		BA + 45 or MA + Regular Credential		BA + 60 or MA + 15 + Regular Credential		BA + 75 or MA + 30 + Regular Credential	
STEP	Month	Annual	Month	Annual	Month	Annual	Month	Annual	Month	Annual
1	$4,242.58	$50,911	$4,611.42	$55,337	$4,796.00	$57,552	$4,980.33	$59,764	$5,164.92	$61,979
2	$4,426.83	$53,122	$4,796.00	$57,552	$4,980.33	$59,764	$5,164.92	$61,979	$5,349.42	$64,193
3	$4,611.42	$55,337	$4,980.33	$59,764	$5,164.92	$61,979	$5,349.42	$64,193	$5,533.92	$66,407
4	$4,796.00	$57,552	$5,164.92	$61,979	$5,349.42	$64,193	$5,533.92	$66,407	$5,718.42	$68,621
5			$5,349.42	$64,193	$5,533.92	$66,407	$5,718.42	$68,621	$5,903.00	$70,836
6			$5,533.92	$66,407	$5,718.42	$68,621	$5,903.00	$70,836	$6,087.25	$73,047
7			$5,718.42	$68,621	$5,903.00	$70,836	$6,087.25	$73,047	$6,271.83	$75,262
8					$6,087.25	$73,047	$6,271.83	$75,262	$6,456.42	$77,477
9					$6,271.83	$75,262	$6,456.42	$77,477	$6,640.67	$79,688
10					$6,456.42	$77,477	$6,640.67	$79,688	$6,825.33	$81,904
11							$6,825.33	$81,904	$7,009.75	$84,117
12							$7,009.75	$84,117	$7,194.33	$86,332
13							$7,194.33	$86,332	$7,378.58	$88,543
14									$7,563.17	$90,758
15									$7,747.42	$92,969
16									$7,932.08	$95,185
17									$8,116.42	$97,397
18									$8,300.75	$99,609
19									$8,485.08	$101,821
Longevity 24									$8,715.17	$104,582
Longevity 28									$8,945.58	$107,347

Note 1: To achieve the 24th step in Class VI, an employee must have worked in the District at least 10 years.
Note 2: To achieve the 28th step in Class VI, an employee must have worked in the District at least 15 years.

Effective: July 1, 2017

LOS BANOS UNIFIED SCHOOL DISTRICT

EXTRA DUTY SALARY SCHEDULE - 2015-2016

Effective 7/1/15

Exhibit C

1. **CATEGORY 1 ($6,124)**

Athletic Director, High School (A)
Activities Director, High School (A)
Head Varsity Football Coach (B)
Band Director, High School (A)
Scholarship Advisor, High School (A)
Spirit Team Advisor, High School (A)
Theatre Director, High School (A)
Yearbook Advisor, High School (A)

2. **CATEGORY 2 ($4,790)**

Band Director, Junior High School (A)
Head Varsity Basketball Coach, Boys (C)
Head varsity Basketball Coach, Girls (C)
Head Varsity Track Coach (D)
Head Varsity Wrestling Coach (C)
Head Soccer Coach, Boys (B)
Head Soccer Coach, Girls (D)
Head Varsity Baseball Coach (D)
Varsity Volleyball Coach (C)
Varsity Softball Coach (D)

3. **CATEGORY 3 ($4,321)**

Asst. Softball Coach (D)
Softball Coach, Frosh (D)
Softball Coach, Soph (D)
Asst Varsity Football Coach (B)
Asst. Band Director, High School (B/C)
Volleyball Coach, Frosh (B)
Volleyball Coach, Soph (B)
Soccer Coach, Boys, Frosh/Soph (B)
Soccer Coach, Girls, Frosh/Soph (D)
Asst. Varsity Baseball Coach (D)
Baseball Coach, Frosh (D)
Baseball Coach, Soph (D)
Basketball Coach, Boys, Frosh (B)
Basketball Coach, Boys, Soph (B)
Basketball Coach, Girls, Frosh (B)
Basketball Coach, Girls, Soph (B)
Athletic Director, Junior High School (A)
Head Swimming Coach (D)
Head Frosh Football Coach (B)
Head Soph Football Coach (B)
Asst. Soph Football Coach (B)
Tennis Coach, Girls (B)
Tennis Coach, Boys (D)
Water Polo Coach, Boys (B)
Water Polo Coach, Girls (B)

4. **CATEGORY 4 ($3,870)**

Asst. Track Coach (D)
Asst. Wrestling Coach (C)
Asst. Spirit Team Advisor, HS (A)
Asst. Frosh Football Coach (B)
Auxiliary Units Advisor, High School (B/C)
Choral Director (A)
Cross-Country Coach, High School (B)
Spirit Team Advisor, Junior High (A)
Winter Guard, Junior High School (C)
Winter Percussion, Junior High (C)

5. **CATEGORY 5 ($3,399)**

Assistant Swimming Coach (D)
Athletic Trainer/Equipment, HS (A)
Basketball Coach, JH, 7th Grade Boys (F)
Basketball Coach, JH, 8th Grade Boys (F)
Basketball Coach, JH, 7th Grade, Girls (F)
Basketball Coach, JH, 8th Grade, Girls (F)
Golf Coach, Girls (B)
Golf Coach, Boys (D)
Baseball Coach, JH, 7th Grade (G)
Baseball Coach, JH, 8th Grade (G)
Letter Girl Advisor, Junior High (A)
Flag Girl Advisor, Junior High School (A)
Memory Book, Junior High School (A)
Soccer Coach, Junior High School (E)
Softball Coach, JH, 7th Grade (G)
Softball Coach, JH, 8th Grade (G)
Volleyball Coach, JH, 7th Grade (E)
Volleyball Coach, JH, 8th Grade (E)
Wrestling Coach, JH, 7th Grade (C)
Wrestling Coach, JH, 8th Grade (C)

6. **CATEGORY ($2,968)**

Academic Decathlon/Odyssey of the Mind (A)
Pentathlon/Odyssey of the Mind Jr High (A)
Activites Director, Jr High School (A)

A.	**Paid in 12 equal payments July-June**
B.	**Paid in 4 equal payments August-November**
C.	**Paid in 4 equal payments November-February**
D.	**Paid in 4 equal payments February-May**
E.	**Paid in 2 equal payments September and October**
F.	**Paid in 2 equal payments Nov & Dec or Jan & Feb**
G.	**Paid in 2 equal payments Mar & Apr or Apr & May**

LOS BANOS UNIFIED SCHOOL DISTRICT

EXTRA DUTY SALARY SCHEDULE - 2016-2017

Effective 7/1/16

Exhibit C

1. **CATEGORY 1 ($6,491)**

Athletic Director, High School (A)
Activities Director, High School (A)
Head Varsity Football Coach (B)
Band Director, High School (A)
Scholarship Advisor, High School (A)
Spirit Team Advisor, High School (A)
Theatre Director, High School (A)
Yearbook Advisor, High School (A)

2. **CATEGORY 2 ($5,077)**

Band Director, Junior High School (A)
Head Varsity Basketball Coach, Boys (C)
Head varsity Basketball Coach, Girls (C)
Head Varsity Track Coach (D)
Head Varsity Wrestling Coach (C)
Head Soccer Coach, Boys (B)
Head Soccer Coach, Girls (D)
Head Varsity Baseball Coach (D)
Varsity Volleyball Coach (C)
Varsity Softball Coach (D)

3. **CATEGORY 3 ($4,580)**

Asst. Softball Coach (D)
Softball Coach, Frosh (D)
Softball Coach, Soph (D)
Asst Varsity Football Coach (B)
Asst. Band Director, High School (B/C)
Volleyball Coach, Frosh (B)
Volleyball Coach, Soph (B)
Soccer Coach, Boys, Frosh/Soph (B)
Soccer Coach, Girls, Frosh/Soph (D)
Asst. Varsity Baseball Coach (D)
Baseball Coach, Frosh (D)
Baseball Coach, Soph (D)
Basketball Coach, Boys, Frosh (B)
Basketball Coach, Boys, Soph (B)
Basketball Coach, Girls, Frosh (B)
Basketball Coach, Girls, Soph (B)
Athletic Director, Junior High School (A)
Head Swimming Coach (D)
Head Frosh Football Coach (B)
Head Soph Football Coach (B)
Asst. Soph Football Coach (B)
Tennis Coach, Girls (B)
Tennis Coach, Boys (D)
Water Polo Coach, Boys (B)
Water Polo Coach, Girls (B)

4. **CATEGORY 4 ($4,102)**

Asst. Track Coach (D)
Asst. Wrestling Coach (C)
Asst. Spirit Team Advisor, HS (A)
Asst. Frosh Football Coach (B)
Auxiliary Units Advisor, High School (B/C)
Choral Director (A)
Cross-Country Coach, High School (B)
Spirit Team Advisor, Junior High (A)
Winter Guard, Junior High School (C)
Winter Percussion, Junior High (C)

5. **CATEGORY 5 ($3,603)**

Assistant Swimming Coach (D)
Athletic Trainer/Equipment, HS (A)
Basketball Coach, JH, 7th Grade Boys (F)
Basketball Coach, JH, 8th Grade Boys (F)
Basketball Coach, JH, 7th Grade, Girls (F)
Basketball Coach, JH, 8th Grade, Girls (F)
Golf Coach, Girls (B)
Golf Coach, Boys (D)
Baseball Coach, JH, 7th Grade (G)
Baseball Coach, JH, 8th Grade (G)
Letter Girl Advisor, Junior High (A)
Flag Girl Advisor, Junior High School (A)
Memory Book, Junior High School (A)
Soccer Coach, Junior High School (E)
Softball Coach, JH, 7th Grade (G)
Softball Coach, JH, 8th Grade (G)
Volleyball Coach, JH, 7th Grade (E)
Volleyball Coach, JH, 8th Grade (E)
Wrestling Coach, JH, 7th Grade (C)
Wrestling Coach, JH, 8th Grade (C)

6. **CATEGORY ($3,146)**

Academic Decathlon/Odyssey of the Mind (A)
Pentathlon/Odyssey of the Mind Jr High (A)
Activites Director, Jr High School (A)

A. Paid in 12 equal payments July-June
B. Paid in 4 equal payments August-November
C. Paid in 4 equal payments November-February
D. Paid in 4 equal payments February-May
E. Paid in 2 equal payments September and October
F. Paid in 2 equal payments Nov & Dec or Jan & Feb
G. Paid in 2 equal payments Mar & Apr or Apr & May

LOS BANOS UNIFIED SCHOOL DISTRICT

EXTRA DUTY SALARY SCHEDULE - 2017-2018

Effective 7/1/17

Exhibit C

1. **CATEGORY 1 ($6,686)**

Athletic Director, High School (A)
Activities Director, High School (A)
Head Varsity Football Coach (B)
Band Director, High School (A)
Scholarship Advisor, High School (A)
Spirit Team Advisor, High School (A)
Theatre Director, High School (A)
Yearbook Advisor, High School (A)

2. **CATEGORY 2 ($5,229)**

Band Director, Junior High School (A)
Head Varsity Basketball Coach, Boys (C)
Head varsity Basketball Coach, Girls (C)
Head Varsity Track Coach (D)
Head Varsity Wrestling Coach (C)
Head Soccer Coach, Boys (B)
Head Soccer Coach, Girls (D)
Head Varsity Baseball Coach (D)
Varsity Volleyball Coach (C)
Varsity Softball Coach (D)

3. **CATEGORY 3 ($4,717)**

Asst. Softball Coach (D)
Softball Coach, Frosh (D)
Softball Coach, Soph (D)
Asst Varsity Football Coach (B)
Asst. Band Director, High School (B/C)
Volleyball Coach, Frosh (B)
Volleyball Coach, Soph (B)
Soccer Coach, Boys, Frosh/Soph (B)
Soccer Coach, Girls, Frosh/Soph (D)
Asst. Varsity Baseball Coach (D)
Baseball Coach, Frosh (D)
Baseball Coach, Soph (D)
Basketball Coach, Boys, Frosh (B)
Basketball Coach, Boys, Soph (B)
Basketball Coach, Girls, Frosh (B)
Basketball Coach, Girls, Soph (B)
Athletic Director, Junior High School (A)
Head Swimming Coach (D)
Head Frosh Football Coach (B)
Head Soph Football Coach (B)
Asst. Soph Football Coach (B)
Tennis Coach, Girls (B)
Tennis Coach, Boys (D)
Water Polo Coach, Boys (B)
Water Polo Coach, Girls (B)

4. **CATEGORY 4 ($4,225)**

Asst. Track Coach (D)
Asst. Wrestling Coach (C)
Asst. Spirit Team Advisor, HS (A)
Asst. Frosh Football Coach (B)
Auxiliary Units Advisor, High School (B/C)
Choral Director (A)
Cross-Country Coach, High School (B)
Spirit Team Advisor, Junior High (A)
Winter Guard, Junior High School (C)
Winter Percussion, Junior High (C)

5. **CATEGORY 5 ($3,711)**

Assistant Swimming Coach (D)
Athletic Trainer/Equipment, HS (A)
Basketball Coach, JH, 7th Grade Boys (F)
Basketball Coach, JH, 8th Grade Boys (F)
Basketball Coach, JH, 7th Grade, Girls (F)
Basketball Coach, JH, 8th Grade, Girls (F)
Golf Coach, Girls (B)
Golf Coach, Boys (D)
Baseball Coach, JH, 7th Grade (G)
Baseball Coach, JH, 8th Grade (G)
Letter Girl Advisor, Junior High (A)
Flag Girl Advisor, Junior High School (A)
Memory Book, Junior High School (A)
Soccer Coach, Junior High School (E)
Softball Coach, JH, 7th Grade (G)
Softball Coach, JH, 8th Grade (G)
Volleyball Coach, JH, 7th Grade (E)
Volleyball Coach, JH, 8th Grade (E)
Wrestling Coach, JH, 7th Grade (C)
Wrestling Coach, JH, 8th Grade (C)

6. **CATEGORY ($3,240)**

Academic Decathlon/Odyssey of the Mind (A)
Pentathlon/Odyssey of the Mind Jr High (A)
Activites Director, Jr High School (A)

A. Paid in 12 equal payments July-June
B. Paid in 4 equal payments August-November
C. Paid in 4 equal payments November-February
D. Paid in 4 equal payments February-May
E. Paid in 2 equal payments September and October
F. Paid in 2 equal payments Nov & Dec or Jan & Feb
G. Paid in 2 equal payments Mar & Apr or Apr & May

Exhibit D

LOS BANOS UNIFIED SCHOOL DISTRICT

NEGOTIATED STIPENDS
2015-16

---

1. HOME INSTRUCTION, SUMMER SCHOOL: ($40.46)

2. SPECIAL EDUCATION: ($1,661)

3. OUTDOOR SCHOOL: ($116 per day)

4. INDEPENDENT STUDY:

   Step 1 - $33.86 per hour
   Step 2 - $34.88 per hour
   Step 3 - $35.85 per hour
   Step 4 - $36.83 per hour
   Step 5 - $37.77 per hour

5. DEPARTMENT CHAIRPERSON: $70.67 per section taught at the site.

6. HOURLY RATE: ($31.20)

7. PAR Panel members: $1,300.66 (paid monthly)

8. PAR Consulting teachers: $1,300.66 (paid monthly)

9. PAR Consulting teachers-Referred Teacher Assistance: $2,601.32 (paid monthly)

Revised
7/28/00
05/10/01
02/15/02
03/24/03
03/10/04
02/08/05
04/13/06
03/13/08
1/28/14

Exhibit D

LOS BANOS UNIFIED SCHOOL DISTRICT

NEGOTIATED STIPENDS
2016-17

---

1. HOME INSTRUCTION, SUMMER SCHOOL: ($42.89)

2. SPECIAL EDUCATION: ($1,761)

3. OUTDOOR SCHOOL: ($123 per day)

5. INDEPENDENT STUDY:

   Step 1 - $35.89 per hour
   Step 2 - $36.97 per hour
   Step 3 - $38.00 per hour
   Step 4 - $39.04 per hour
   Step 5 - $40.04 per hour

5. DEPARTMENT CHAIRPERSON: $74.91 per section taught at the site.

6. HOURLY RATE: ($33.07)

7. PAR Panel members: $1,378.70 (paid monthly)

8. PAR Consulting teachers: $1,378.70 (paid monthly)

9. PAR Consulting teachers-Referred Teacher Assistance: $2,757.40 (paid monthly)

Revised
7/28/00
05/10/01
02/15/02
03/24/03
03/10/04
02/08/05
04/13/06
03/13/08
1/28/14

Exhibit D

LOS BANOS UNIFIED SCHOOL DISTRICT

NEGOTIATED STIPENDS
2017-18

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1. HOME INSTRUCTION. SUMMER SCHOOL: ($44.18)

2. SPECIAL EDUCATION: ($1,814)

3. OUTDOOR SCHOOL: ($127 per day)

6. INDEPENDENT STUDY:

   Step 1 - $36.97 per hour
   Step 2 - $38.08 per hour
   Step 3 - $39.14 per hour
   Step 4 - $40.21 per hour
   Step 5 - $41.24 per hour

5. DEPARTMENT CHAIRPERSON: $77.16 per section taught at the site.

6. HOURLY RATE: ($34.06)

7. PAR Panel members: $1,420.06 (paid monthly)

8. PAR Consulting teachers: $1,420.06 (paid monthly)

9. PAR Consulting teachers-Referred Teacher Assistance: $2,840.12 (paid monthly)

Revised
7/28/00
05/10/01
02/15/02
03/24/03
03/10/04
02/08/05
04/13/06
03/13/08
1/28/14

Los Banos Unified School District

CERTIFICATED EVALUATION

The purpose of evaluation is the improvement of instruction.

EXHIBIT F

	Teacher's Name:	Course/Subject/Grade Level	School:	Date:

☐ Temporary ☐ Probationary 1st Year ☐ Probationary 2nd Year ☐ Permanent

Exceeds Standards	Meets Standards	Needs Strengthening	Does Not Meet Standards	Part I: DOMAINS OF PROFESSIONAL RESPONSIBILITY (assessed by reflection, observation, documentation, conference)
				Engaging & Supporting All Students in Learning
☐	☐	☐	☐	**1.1** Using knowledge of students to engage them in learning
☐	☐	☐	☐	**1.2** Connecting learning to students' prior knowledge, backgrounds, life experiences and interests
☐	☐	☐	☐	**1.3** Connecting subject matter to meaningful, real-life contexts
☐	☐	☐	☐	**1.4** Using variety of instructional strategies, resources, and technologies to meet students' diverse learning needs
☐	☐	☐	☐	**1.5** Promoting critical thinking through inquiry, problem solving, and reflection
☐	☐	☐	☐	**1.6** Monitoring student learning and adjusting instruction while teaching
				Creating & Maintaining Effective Environments for Student Learning
☐	☐	☐	☐	**2.1** Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully
☐	☐	☐	☐	**2.2** Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students
☐	☐	☐	☐	**2.3** Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe
☐	☐	☐	☐	**2.4** Creating a rigorous learning environment with high expectations and appropriate support for all students
☐	☐	☐	☐	**2.5** Developing, communicating, and maintaining high standards for individual and group behavior
☐	☐	☐	☐	**2.6** Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn
☐	☐	☐	☐	**2.7** Using instructional time to optimize learning
				Understanding & Organizing Subject Matter for Student Learning
☐	☐	☐	☐	**3.1** Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks
☐	☐	☐	☐	**3.2** Applying knowledge of student development and proficiencies to ensure student understanding of subject matter
☐	☐	☐	☐	**3.3** Organizing curriculum to facilitate student understanding of the subject matter
☐	☐	☐	☐	**3.4** Utilizing instructional strategies that are appropriate to the subject matter
☐	☐	☐	☐	**3.5** Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students
☐	☐	☐	☐	**3.6** Addressing the needs of English learners and students with special needs to provide equitable access to the content

EXHIBIT F

	Planning Instruction & Designing Learning Experiences for All Students			
☐	☐	☐	☐	**4.1** Using Knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction
☐	☐	☐	☐	**4.2** Establishing and articulating goals for student learning
☐	☐	☐	☐	**4.3** Developing and sequencing long-term and short-term instructional plans to support student learning
☐	☐	☐	☐	**4.4** Planning instruction that incorporates appropriate strategies to meet the learning needs of all students
☐	☐	☐	☐	**4.5** Adapting instructional plans and curricular materials to meet the assessed learning needs of all students
	Assessing Student Learning			
☐	☐	☐	☐	**5.1** Applying knowledge of the purposes, characteristics, and uses of different types of assessments
☐	☐	☐	☐	**5.2** Collecting and analyzing assessment data from a variety of sources to inform instruction
☐	☐	☐	☐	**5.3** Reviewing data, both individually and with colleagues, to monitor student learning
☐	☐	☐	☐	**5.4** Using assessment data to establish learning goals and to plan, differentiate, and modify instruction
☐	☐	☐	☐	**5.5** Involving all students in self-assessment, goal setting, and monitoring progress
☐	☐	☐	☐	**5.6** Using available technologies to assist in assessment, analysis, and communication of student learning
☐	☐	☐	☐	**5.7** Using assessment information to share timely and comprehensible feedback with students and their families
	Developing As a Professional Educator			
☐	☐	☐	☐	**6.1** Reflecting on teaching practice in support of student learning
☐	☐	☐	☐	**6.2** Establishing professional goals and engaging in continuous and purposeful professional growth and development
☐	☐	☐	☐	**6.3** Collaborating with colleagues and the broader professional community to support teacher and student learning
☐	☐	☐	☐	**6.4** Working with families to support student learning
☐	☐	☐	☐	**6.5** Engaging local communities in support of the instructional program
☐	☐	☐	☐	**6.6** Managing professional responsibilities to maintain motivation and commitment to all students
☐	☐	☐	☐	**6.7** Demonstrating professional responsibility, integrity, and ethical conduct

***Evaluator summary in Part III shall include specific written recommendations for all items checked "Needs Strengthening" and/or "Does Not Meet Standards."**

EXHIBIT F

Los Banos Unified School District

PART II: SUMMARY OF GOALS CONFERENCE (STULL BILL)

☐ GOALS ATTACHED ☐ GOALS NOT ATTACHED

STULL BILL MEETING HELD ON:

PART III: SUMMATIVE REVIEW (COMMENDATION/ RECOMMENDATION)

Dates of Observations:

EXHIBIT F

PART IV: OVERALL EVALUATION

☐ Meets Standards ☐ Does Not Meet Standards-Referred to PAR

_____ _____
Administrator's Signature Date

TEACHER'S COMMENTS - NOTICE IS HEREBY GIVEN PURSUANT TO EDUCATION CODE SECTION 44031 THAT FIVE (5) WORKDAYS FROM RECEIPT OF THIS DOCUMENT THE DISTRICT INTENDS TO ENTER A COPY OF SUCH DOCUMENT IN YOUR PERSONNEL FILE. YOU HAVE THE RIGHT TO REVIEW AND ATTACH YOUR COMMENTS TO SUCH DOCUMENTS.

I acknowledge being apprised of the above evaluation at a personal conference.

_____ _____
Teacher's Signature Date

I have the right to attach a statement: Teacher's Initials _____

EXHIBIT G

Los Banos Unified School District

Stull Bill

Initial Conference

The purpose of the initial conference is to (1) review the job description(s), (2) identify goals and performance objectives, (3) identify the meaning of evaluating performance. District uniform evaluation guidelines require that this conference be completed by the 7th or 8th week of the beginning of the school year. Progress of the conference will be outlined on this form.

Employee Name _____ Job Description Title _____

School _____ Date _____

☐ Permanent ☐ Probationary 0 ☐ Probationary 1 ☐ Probationary 2

☐ I. Job Description(s) reviewed and, if necessary, clarified

☐ II. Performance objectives, standards of expected student performance and measurement techniques identified (CSTP 5 Goals).

☐ III. Management objectives, including classroom rules and procedures, in addition to daily schedule (K-6) OR course syllabus (7-12).

☐ IV. Professional growth objectives (CSTP 6 Goals).

☐ V. Evaluation procedures identified:

☐ Classroom observation

☐ Teacher-requested for specific purposes

☐ Evaluator-requested for specific purposes

☐ Unannounced observation

☐ Other as mutually agreed upon: _____

_____ **Evaluatee Signature**

_____ **Evaluator Signature**

EXHIBIT G

Los Banos Unified School District
SUMMARY OF GOALS CONFERENCE (STULL BILL)

STULL BILL MEETING HELD ON: ☐

☐ Teacher will be evaluated this school year **OR** ☐ Evaluation extended for one year

Extension # (Maximum 4): ☐ 1 ☐ 2 ☐ 3 ☐ 4

Rationale: (Article XVII.2)
The purpose of evaluation is the improvement of instruction.

Directions: This portion of the fillable PDF is to be completed by the evaluatee (teacher) prior to the Initial Conference, to be held during the seventh or eighth school week. All evaluatees shall articulate goals regarding California Standards for the Teaching Profession (CSTP) 5 and 6, in addition to one other CSTP to be selected by the evaluatee. Evaluatee shall attach his/her management objectives, including classroom rules and procedures, in addition to his/her daily schedule (K-6) **OR** course syllabus (7-12). No other documents and/or attachments are required.

CSTP 5: Assessing Student Learning (all evaluatees respond)

5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments
5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction
5.3 Reviewing data, both individually and with colleagues, to monitor student learning
5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction
5.5 Involving all students in self-assessment, goal setting, and monitoring progress
5.6 Using available technologies to assist in assessment, analysis, and communication of student learning
5.7 Using assessment information to share timely and comprehensible feedback with students and their families

Describe your identified areas of growth for this standard/domain:

- (Grades K-6) Include ELA, Math, and content area standards-based student performance objectives.

OR

- (Grades 7-12) Include content area standards-based performance objectives.

CSTP 6: Developing As a Professional Educator (all evaluatees respond)

6.1 Reflecting on teaching practice in support of student learning
6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development
6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning
6.4 Working with families to support student learning
6.5 Engaging local communities in support of the instructional program
6.6 Managing professional responsibilities to maintain motivation and commitment to all students
6.7 Demonstrating professional responsibility, integrity, and ethical conduct

Identify and describe a professional development goal in one focus area appropriate to your teaching assignment. (e.g., RCD development, LMS Technology Integration, Instructional Rounds, Kagan Instructional Strategies, PBL, etc.):

EXHIBIT G

Select one additional CSTP and describe your identified areas of growth for that standard/domain.

CSTP 1: Engaging & Supporting All Students in Learning

1.1 Using knowledge of students to engage them in learning
1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences and interests
1.3 Connecting subject matter to meaningful, real-life contexts
1.4 Using variety of instructional strategies, resources, and technologies to meet students' diverse learning needs
1.5 Promoting critical thinking through inquiry, problem solving, and reflection
1.6 Monitoring student learning and adjusting instruction while teaching

CSTP 2: Creating & Maintaining Effective Environments for Student Learning

2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully
2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students
2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe
2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students
2.5 Developing, communicating, and maintaining high standards for individual and group behavior
2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn
2.7 Using instructional time to optimize learning

CSTP 3: Understanding & Organizing Subject Matter for Student Learning

3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks
3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter
3.3 Organizing curriculum to facilitate student understanding of the subject matter
3.4 Utilizing instructional strategies that are appropriate to the subject matter
3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students
3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content

CSTP 4: Planning Instruction & Designing Learning Experiences for All Students

4.1 Using Knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction
4.2 Establishing and articulating goals for student learning
4.3 Developing and sequencing long-term and short-term instructional plans to support student learning
4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students
4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students

CSTP Selected:

Describe your identified areas of growth for the selected standard/domain.

Board Reference Material

SUBJECT TITLE: **Disclosure of Collective Bargaining Agreement-LBTA**

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

Action___X____ Discussion/Information_____

RECOMMENDATION:

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

BACKGROUND INFORMATION:

The Disclosure of Collective Bargaining Agreement summarizes the financial implications of the agreement with the Los Banos Teachers' Association, and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

Supports Board Goals:
#8 - Maintain a reasonable balance between the need for long term fiscal stability and the support of students, staff and programs.
#9 - Recruit, hire train and retain administrative, instructional and classified staff that will provide the best educational environment for the students of Los Banos Unified School District.

ALTERNATIVES/IDENTIFIED OPPOSITION:

None.

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

Estimated at: 15-16 $1,600,210; 16-17 $2,541,317; 17-18 $1,371,665.

ORIGINATOR: Don Laursen, Fiscal Services Director
Date: March 10, 2016

FOR SUBMISSION TO THE GOVERNING BOARD AND THE COUNTY SUPERINTENDENT OF SCHOOLS in compliance with the Public Disclosure requirements of AB-1200 (Statutes 1991, Chapter 1213) as revised by AB 2756 , GC 3547.5 (Statues of 2004, Chapter 25) .

DISCLOSURE OF PROPOSED AGREEMENT

BETWEEN THE: Los Banos Unified School District — SCHOOL DISTRICT

AND: Los Banos Teachers Assn (LBTA) — BARGAINING UNIT

To be acted upon by the Governing Board at its meeting on:	3/10/2016
Budget Revisions to be submitted no later than 45 days after approval:	5/12/2016

GENERAL

Section 1: **CURRENT STATUS OF ALL BARGAINING UNIT AGREEMENTS**

	Unit	Status	FTE Represented
Certificated:	LBTA	settled	443
Classified:	CSEA	settled	460

Section 2: **PERIOD OF AGREEMENT**

The proposed agreement covers the period beginning on:	7/1/2015
and ending on:	6/30/2018

If this agreement is part of a multi-year contract, indicate ALL fiscal years covered:

Fiscal Years:	15-16	16-17	17-18
Reopeners: Yes or NO ?	YES	YES	YES

if Yes, What Areas? One article other than salary and benefits; any other mutually agreed upon item(s).

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

2015-16: additional 4% on the salary schedule retroactive to 7/1/15. 2016-17: 6% on the salary schedule. 2017-18: 3% on the salary schedule.

COMPENSATION PROVISIONS

Section 4: **SALARIES: PERCENTAGE INCREASE/DECREASE IN SALARIES IN PROPOSED AGREEMENT:**
The proposed agreement includes the following costs for salaries for the above mentioned Bargaining unit:

Current-Year Salary Cost Before Settlement *(Based on YTD Actuals Projected through 6/30):*	$ 34,830,700
Current-Year Salary Cost After Settlement *(Include any retroactive pay or one time bonuses if applicable):*	$ 36,223,928
Total Cost Increase:	$ 1,393,228
Percentage Increase:	4.00%

SALARY INCREASE/DECREASE FOR AVERAGE-REPRESENTED EMPLOYEE OVER PRIOR YEAR
(Includes annual step/column movement on schedule):

Salary Increase/Decrease		
(% increase/decrease to existing schedule)	4.00%	per employee
(% increase/decrease for one time only bonus/stipend)		per employee
Step & Column		
(average % increase over the prior-year schedule)		per employee
TOTAL PERCENTAGE INCREASE/DECREASE FOR AVERAGE REPRESENTED EMPLOYEE	4.00%	**per employee**

DISCLOSURE OF PROPOSED AGREEMENT

BETWEEN THE Los Banos Unified School District SCHOOL DISTRICT

Section 5: **BENEFITS: PERCENTAGE INCREASE IN EMPLOYEE BENEFITS DUE TO PROPOSED AGREEMENT:**
The proposed agreement includes the following costs for employee benefits:

Statutory benefits: *(Object 3XXX less 34XX, 37XX and 39XX)*
(STRS, PERS, Workers Compensation, Unemployment Insurance, Social Security, Medicare)

Total Costs:

Current Costs:	$ 5,042,310
Proposed Costs:	$ 5,249,292
Total Cost Increase:	$ 206,982
Percentage Increase:	4.10%

District Health/Welfare Plans-*Object 34XX* (Medical, Dental, Vision, Life Insurance, Other)

Total Costs:

Current Costs:	$ 6,813,066
Proposed Costs:	$ 6,813,066
Total Cost Increase:	$ -
Percentage Increase:	0.00%

Please indicate if Health/Welfare Benefit Capped :
(Indicate details such as different caps per health plans or any super composite rates)

District has responsibility for 5% of cost increase and 50% of cost increase from 5%-8%, making the total District liability 6.5%.

Current Cap:	$ 15,687.00	
Proposed Cap:	$ 15,687.00	
Average Capped Amount increase per employee	$ -	0%

TOTAL COST OF COMPENSATION INCREASE/DECREASE (REGARDLESS OF WHETHER PREVIOUSLY BUDGETED IN WHOLE OR IN PART)

Section 6: The "total cost increase/decrease" for salaries and employee benefits in the proposed agreement.

Current Year Cost Before Settlement:
(Based on YTD Actuals Projected through 6/30 based on current agreement)

Salaries	$ 34,830,700	
Benefits *(includes Health & Welfare costs)*	$ 11,855,376	
Total:		$ 46,686,076

Current Year Cost After Settlement:
(Include any retroactive pay and other additional compensation)

Salaries	$ 36,223,928	
Benefits *(includes Health & Welfare costs)*	$ 12,062,358	
Total:		$ 48,286,286

TOTAL COST INCREASE/DECREASE	$ 1,600,210
(This amount should tie to the multiyear projection sections for 1XXX-3XXX)	
PERCENTAGE INCREASE/DECREASE:	3.43%
COST OF 1% INCREASE/DECREASE IN SALARY & STATUTORY BENEFITS:	$ 398,730

DISCLOSURE OF PROPOSED AGREEMENT

BETWEEN THE Los Banos Unified School District SCHOOL DISTRICT

OTHER PROVISIONS (COMPENSATION AND NON-COMPENSATION)

Section 7: The following are additional compensation and non-compensation provisions contained in the proposed agreement: ***(Please indicate, in detail, the terms of the agreement covered in each section)***

A. OTHER COMPENSATION: Off-Schedule Stipends, Bonuses, etc. (amounts, staff affected, total cost)

Retirement notice by 2/15 gets $1,500 on June pay warrant; unknown staff affected. New junior high school will have one department chair per department; 7 departments; approximately $9,006.

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

C. SOURCE OF FUNDING FOR PROPOSED AGREEMENT: Provide a brief narrative of the funds available in the current year to provide for the costs of this agreement:

☐ General Fund Revenues ☐ Reduction in Expenditures

☐ Special Reserve ☐ Other (please explain)

Explanation:

General Fund Revenues including categoricals.

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

E. CONTINGENCY AND/OR RESTORATION LANGUAGE: Include specific areas identified for reopeners and specific contingency and/or restoration language.

See Section 2 above.

F. What is the impact of the agreement on deficit spending in the current or future year(s)? "Deficit Spending" exists when a district's expenditures exceed its revenues in a given year.

Causes deficit spending equal to the settlement cost, $1,600,210, in the current year. Does not cause deficit spending in the two future years.

Section 8: State Minimum Reserve Calculation (inclusive of cost of settlement):

Total Expenditures and Other Uses:	$	108,966,183.00
Minimum State Reserve Percentage		3%
Minimum State Reserve Requirement *($60,000 minimum)*	$	3,268,985.49

DISCLOSURE OF PROPOSED AGREEMENT

BETWEEN THE Los Banos Unified School District SCHOOL DISTRICT

FISCAL IMPACT IN CURRENT YEAR AND TWO SUBSEQUENT YEARS

Section 9: **Date of governing board approval of budget revisions in Section 9, Col.2 (below) in accordance with E.C. 42142 and Government Code 3547.5** 3/10/2016

Provide a copy of the board-approved budget revisions and board minutes within 45 days.

If the board-approved revisions are different from the proposed budget adjustments in Col. 2 provide a detailed report upon approval of the district governing board.

Section 10: **FINANCIAL IMPACT OF PROPOSED AGREEMENT IN FUTURE FISCAL YEARS: The following assumptions were used to determine that resources will be available to fund these obligations in future fiscal years (including any compensation/noncompensation provisions specified below that have been agreed upon if the proposed agreement is part of a multi-year contract):**

LCFF calculator v16.2c DOF assumptions; 15-16 ADA 9,823.48; 16-17 ADA 10,047; 17-18 ADA 10,253; conservative Unduplicated Percentage in all years of 80%; 16-17 6% LBTA raise; 17-18 3% LBTA raise; 16-17 carryover spending not repeated.

Section 11: **MULTI-YEAR CONTRACT AGREEMENT PROVISIONS: The proposed agreement contains the following COLAs and other compensation/non-compensation provisions for subsequent years as follows:**

See Section 10 above.

Section 12: **IMPACT OF PROPOSED AGREEMENT ON THE GENERAL FUND BUDGET IN CURRENT YEAR AND TWO SUBSEQUENT YEARS. (Reflects both Unrestricted and Restricted Amounts)**

Please include current projected Revenue Limit ADA and any other assumptions on the comment lines.

(Please enter/review Multiyear Projections on the next three pages.)

DISCLOSURE OF PROPOSED AGREEMENT

BETWEEN THE Los Banos Unified School District SCHOOL DISTRICT

		Current Fiscal Year 2015-2016			
		(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)
		Latest Board-Approved Budget Before Settlement as of: *1st Interim*	Adjustments as a Direct Result of this Proposed Settlement	Other Revisions (Including Other Proposed Bargaining Agreements)	Projected District Budget After Settlement of Agreement (Cols. 1 + 2 + 3)
		P2 ADA= 9,787		36	P2 ADA= 9,823
		LCFF ADA= 9,787		36	LCFF ADA= 9,823
A. Revenues and Other Financing Sources					
1. LCFF/Revenue Limit Sources	8010-8099	$ 87,905,442		$ 370,017	$ 88,275,459
2. Federal Revenue	8100-8299	6,605,650			6,605,650
3. Other State Revenues	8300-8599	12,034,711			12,034,711
4. Other Local Revenues	8600-8799	676,854			676,854
5. Other Financing Sources	8900-8999				-
6. Total (sum lines A1 thru A5)		107,222,657	-	370,017	107,592,674
B. Expenditures and Other Financing Uses					
1. Certificated Salaries	1000-1999	$ 40,872,969	$ 1,393,228		$ 42,266,197
2. Classified Salaries	2000-2999	13,425,753	206,982		13,632,735
3. Employee Benefits	3000-3999	22,461,245			22,461,245
4. Books and Supplies	4000-4999	9,641,212			9,641,212
5. Services & Other Operating Expd.	5000-5999	6,926,957			6,926,957
6. Capital Outlay	6000-6999	2,415,862			2,415,862
7. Other Outgo (no Indirect)	7100-7299, 7400-7499	1,941,201			1,941,201
8. Other Outgo - Indirect	7300-7399	(319,226)			(319,226)
9. Other Financing Uses	7600-7699	10,000,000			10,000,000
10. Other Adjustments					
11. Total (sum lines B1 thru B10)		107,365,973	1,600,210	-	108,966,183
C. NET INCREASE (DECREASE) IN FUND BALANCE (line A6 minus line B11)		$ (143,316)	$ (1,600,210)	$ 370,017	$ (1,373,509)
D. FUND BALANCE					
1. Net Beginning Fund Balance	9791-9795	$ 10,933,765			$ 10,933,765
2. Ending Fund Balance		$ 10,790,449	$ (1,600,210)	$ 370,017	$ 9,560,256
3. Components of Ending Fund Balance					
a. Nonspendable	9711-9719	$ 27,050			$ 27,050
b. Restricted	9740				-
c. Committed	9750,9760				-
d. Assigned	9780	7,542,420	(1,278,200)		6,264,220
e. Unassigned/Unappropriated					
1. Reserve for Economic Uncert.	9789	3,220,979	(322,010)	370,017	3,268,986
2. Unassigned/Unappropriated	9790	-	-	-	-
FUND 17 RESERVES	9789,9790				
% of State Required Reserves		*3.00%*		Meets	*3.00%*

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown in Section 6, Total Costs, please explain. Also list any other assumptions used or included in Col. 3:

36 ADA increase.

DISCLOSURE OF PROPOSED AGREEMENT

BETWEEN THE Los Banos Unified School District SCHOOL DISTRICT

		First Subsequent Year 2016-2017			
		(Col. 1) Latest Board-Approved MYP Before Settlement - as of: *1st Interim*	(Col. 2) Adjustments as a Direct Result of this Proposed Settlement	(Col. 3) Other Revisions (Include all adjustments needed to support ongoing costs of agreement)	(Col. 4) Projected District MYP After Settlement of Agreement (Cols. 1 + 2 + 3)
		P2 ADA= 9,958		89	P2 ADA= 10,047
		LCFF ADA= 9,958		89	LCFF ADA= 10,047
A. Revenues and Other Financing Sources					
1. LCFF/Revenue Limit Sources	8010-8099	$ 93,593,317		$ 3,105,914	$ 96,699,231
2. Federal Revenue	8100-8299	5,310,453			5,310,453
3. Other State Revenues	8300-8599	12,034,711			12,034,711
4. Other Local Revenues	8600-8799	516,854			516,854
5. Other Financing Sources	8900-8999				-
6. Total (sum lines A1 thru A5)		111,455,335	-	3,105,914	114,561,249
B. Expenditures and Other Financing Uses					
1. Certificated Salaries	1000-1999	$ 41,809,481	$ 2,173,435	$ 2,379,401	$ 46,362,317
2. Classified Salaries	2000-2999	13,860,011		350,000	14,210,011
3. Employee Benefits	3000-3999	24,963,464	367,882	939,589	26,270,935
4. Books and Supplies	4000-4999	8,087,166			8,087,166
5. Services & Other Operating Expd.	5000-5999	7,215,496			7,215,496
6. Capital Outlay	6000-6999	3,415,862			3,415,862
7. Other Outgo (no Indirect)	7100-7299, 7400-7499	2,698,945		20,000	2,718,945
8. Other Outgo - Indirect	7300-7399	280,774		(600,000)	(319,226)
9. Other Financing Uses	7600-7699	6,000,000		(1,500,000)	4,500,000
10. Other Adjustments					-
11. Total (sum lines B1 thru B10)		108,331,199	2,541,317	1,588,990	112,461,506
C. NET INCREASE (DECREASE) IN FUND BALANCE (line A6 minus line B11)		$ 3,124,136	$ (2,541,317)	$ 1,516,924	$ 2,099,743
D. FUND BALANCE					
1. Net Beginning Fund Balance	9791-9795	$ 10,790,449			$ 9,560,256
2. Ending Fund Balance		$ 13,914,585	$ (2,541,317)	$ 1,516,924	$ 11,659,999
3. Components of Ending Fund Balance					
a. Nonspendable	9711-9719	$ 27,050			$ 27,050
b. Restricted	9740				-
c. Committed	9750,9760				-
d. Assigned	9780	10,637,599		(2,378,496)	8,259,103
e. Unassigned/Unappropriated					
1. Reserve for Economic Uncert.	9789	3,249,936	(4,141,527)	4,265,437	3,373,846
2. Unassigned/Unappropriated	9790	-	-	-	-
FUND 17 RESERVES	9789,9790				
% of State Required Reserves		*3.00%*		Meets	*3.00%*

Assumptions used (LCFF Gap funding, COLA, Other Revenue COLAs, Addl/Reduced staffing, etc):

Col. 2: 16-17 6% LBTA raise. Col. 3: LCFF calculator v16.2c DOF assumptions; 16-17 ADA 10,047; conservative Unduplicated Percentage of 80%; ongoing 4% 15-16 raise; 13 growth teachers; 3 FTE growth Leadership; net 10 classified positions from opening new junior high school; 6.5% H&W cost increase; $20,000 SELPA billback increase; only $4.5 million transferred out.

DISCLOSURE OF PROPOSED AGREEMENT

BETWEEN THE Los Banos Unified School District SCHOOL DISTRICT

		Second Subsequent Year 2017-2018			
		(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)
		Latest Board-Approved MYP Before Settlement - as of: *1st Interim*	Adjustments as a Direct Result of this Proposed Settlement	Other Revisions (Include all adjustments needed to support ongoing costs of agreement)	Projected District MYP After Settlement of Agreement (Cols. 1 + 2 + 3)
		P2 ADA= 10,023		230	P2 ADA= 10,253
		LCFF ADA= 10,023		230	LCFF ADA= 10,253
A. Revenues and Other Financing Sources					
1. LCFF/Revenue Limit Sources	8010-8099	$ 98,625,948		$ 4,068,862	$ 102,694,810
2. Federal Revenue	8100-8299	5,310,453			5,310,453
3. Other State Revenues	8300-8599	12,034,711			12,034,711
4. Other Local Revenues	8600-8799	516,854			516,854
5. Other Financing Sources	8900-8999				-
6. Total (sum lines A1 thru A5)		116,487,966	-	4,068,862	120,556,828
B. Expenditures and Other Financing Uses					
1. Certificated Salaries	1000-1999	$ 42,716,623	$ 1,151,921	$ 7,040,314	$ 50,908,858
2. Classified Salaries	2000-2999	14,317,754		350,000	14,667,754
3. Employee Benefits	3000-3999	27,373,055	219,744	1,768,372	29,361,171
4. Books and Supplies	4000-4999	8,227,321			8,227,321
5. Services & Other Operating Expd.	5000-5999	7,356,806			7,356,806
6. Capital Outlay	6000-6999	3,415,862			3,415,862
7. Other Outgo (no Indirect)	7100-7299, 7400-7499	2,698,945		220,000	2,918,945
8. Other Outgo - Indirect	7300-7399	280,774		(600,000)	(319,226)
9. Other Financing Uses	7600-7699	6,000,000		(4,500,000)	1,500,000
10. Other Adjustments					-
11. Total (sum lines B1 thru B10)		112,387,140	1,371,665	4,278,686	118,037,491
C. NET INCREASE (DECREASE) IN FUND BALANCE (line A6 minus line B11)		$ 4,100,826	$ (1,371,665)	$ (209,824)	$ 2,519,337
D. FUND BALANCE					
1. Net Beginning Fund Balance	9791-9795	$ 13,914,585			$ 11,659,999
2. Ending Fund Balance		$ 18,015,411	$ (1,371,665)	$ (209,824)	$ 14,179,336
3. Components of Ending Fund Balance					
a. Nonspendable	9711-9719	$ 27,050			$ 27,050
b. Restricted	9740				-
c. Committed	9750,9760				-
d. Assigned	9780	14,616,746		(4,005,585)	10,611,161
e. Unassigned/Unapproriated					
1. Reserve for Economic Uncert.	9789	3,371,615	(5,513,192)	5,682,702	3,541,125
2. Unassigned/Unappropriated	9790	-	-	-	-
FUND 17 RESERVES	9789,9790				
% of State Required Reserves		*3.00%*		Meets	*3.00%*

Assumptions used (LCFF Gap Funding, COLA, Other Revenue COLAs, Addl/Reduced staffing, etc):

Col. 2: 17-18 3% LBTA raise. Col. 3: LCFF calculator v16.2c DOF assumptions; 17-18 ADA 10,253; conservative Unduplicated Percentage of 80%; ongoing 6% 16-17 LBTA raise; ongoing 4% 15-16 LBTA raise; 16-17 ongoing 13 growth teachers; 16-17 ongoing 3 FTE growth Leadership; 6.5% H&W cost increase; $220,000 SELPA billback increase; only $1.5 million transferred out.

DISCLOSURE OF PROPOSED AGREEMENT

BETWEEN THE Los Banos Unified School District SCHOOL DISTRICT

CERTIFICATION

To be signed by the District Superintendent AND Chief Business Official upon submission to the Governing Board and by the Board President upon formal Board action on the proposed agreement.

Signatures of District Superintendent and Chief Business Official must accompany copy of disclosure sent to the County Superintendent for Review 5 days prior to board meeting ratifying agreement.

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

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.

District Superintendent (signature)	*Date* 2.29.16
Chief Business Official (signature)	*Date* 2/26/16

After public disclosure of the major provisions contained in this document, the Governing Board, at its meeting on Mar 10, 2016, took action to approve the proposed Agreement with the Los Banos Teachers Assn (LBTA) Bargaining Unit.

President, Governing Board (signature)	*Date*

Board Reference Material

SUBJECT TITLE: **MOU with LBTA: Grade Level & Departmental Planning Days**

REQUESTED ACTION: Ratify

Action___X___ Discussion/Information:

RECOMMENDATION:

It is recommended the Board ratify the negotiated MOU settlement with the Los Banos Teachers' Association.

BACKGROUND INFORMATION:

The District and LBTA have negotiated protocols for establishing the content of the Grade Level Planning Days (GLP) and the Departmental Planning Days (DLP). This agreement was ratified by the LBTA executive cabinet. The entire text of the MOU is attached.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None identified

SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):
None

ORIGINATOR: Pat Atkins, Assistant Superintendent, Human Resources
Date: March 10, 2016

Memorandum of Understanding

Between the Los Banos Unified School District

And

The Los Banos Unified Teachers' Association

Grade Level Planning (GLP) and Departmental Planning Days (DLP) shall include but not be limited to District Initiatives as identified in the LCAP:

1. The GLP/DLP will be flexible to provide either training for, or collaboration of, teachers at their school site.
2. Site Leadership Team/Principal's Cabinet shall meet and review the LCAP site training/collaboration plan for the school year in September and as needed throughout the year. One GLP day per trimester shall be planned by the grade level teams.
3. Content of professional development for the GLP/DLP will align with the professional growth needs of the District.

Agreed this twenty-fourth day of February, 2016

For the Los Banos Unified School District:

For the Los Banos Teachers' Association:

Board Reference Material

SUBJECT TITLE: MOU with LBTA Increase in Stipend for Support Providers & Mentors

REQUESTED ACTION: Ratify

Action___X___ Discussion/Information:

RECOMMENDATION:

It is recommended the Board ratify the negotiated MOU settlement with the Los Banos Teachers' Association.

BACKGROUND INFORMATION:

The District and LBTA have negotiated an increase to the stipend provided to Induction Support Providers who support our new teachers enrolled in our District Induction Program. The District and LBTA have also agreed to offer this stipend for Mentor teachers who provide support for our Permit teachers and Internship teachers. This agreement was ratified by the LBTA executive cabinet. The entire text of the MOU is attached.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

Supports Board Goal #8: Recruit, hire, train and retain administrative, instructional and classified staff that will provide the best educational environment for the students of Los Banos Unified School District.

ALTERNATIVES/IDENTIFIED OPPOSITION:

None identified

SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):
The cost would vary depending on how many teachers are in our induction program and who have permits or internships.

ORIGINATOR: Pat Atkins, Assistant Superintendent, Human Resources
Date: March 10, 2016

Memorandum of Understanding

Between the Los Banos Unified School District

And

The Los Banos Unified Teachers' Association

1. It is agreed by the Los Banos Unified School District and the Los Banos Teachers' Association to increase the negotiated stipend for Induction Support Providers and Mentors to $2500 per assigned teacher beginning with the 2016-2017 school year.

2. It is also agreed by the Los Banos Unified School District and the Los Banos Teachers' Association to add the Induction Support Providers and Mentors stipend to the list of negotiated stipends when negotiations resume in the future.

Agreed this twenty-fourth day of February, 2016

For the Los Banos Unified School District:

For the Los Banos Teachers' Association:

Board Reference Material

SUBJECT TITLE: **Support for November Statewide Bond Election**

REQUESTED ACTION: Approve

Action__X__ Discussion/Information_____

RECOMMENDATION:

It is recommended the Board take action to formally support the State-wide School Bond that is on the ballot this coming November.

BACKGROUND INFORMATION:

Many school districts and school advocacy groups are gathering support for the 9 Billion dollar bond that will appear on the ballot next November. LBUSD has three projects that will be funded almost immediately should this bond measure pass. Two would be reimbursements, (Creekside JHS and MSE) and another would be the elementary school planned for Pace and B Street. San Luis High would also likely be funded and a new wing at PHS would also be funded in the future.

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 District would be reimbursed $19 million for MSE and Creekside based on current funding rules and our applications that are waiting to be funded.

ORIGINATOR: Steve M. Tietjen, Ed.D, Superintendent
Date: March 10, 2016

CALIFORNIANS FOR
Quality Schools

☑ Yes, you may list me/my organization as a SUPPORTER of Californians for Quality Schools.

Please select a category:

☒ Organization ☐ Company ☐ Individual ☐ Elected Official

Please complete the following information:

Los Banos Unified School District
Company or Organization Name

Steve Tietjen, Ed.D. | Superintendent
Name | Title/Occupation

1717 S. Eleventh Street
Mailing Address

Los Banos | CA | 93635
City | State | Zip Code

209-826-3801 | 209-826-6810
Phone Number | Fax Number

stietjen@losbanosusd.k12.ca.us
E-mail Address

Signature (Required) | Date

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I/We can help in the following ways:

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Board Reference Material

SUBJECT TITLE: **April 7th Special Board Meeting**

REQUESTED ACTION: Approve

Action__X__ Discussion/Information_____

RECOMMENDATION:

Staff recommends the Board begin the discussion of a superintendent search or succession plan at the April meeting whether or not an evaluation is scheduled.

BACKGROUND INFORMATION:

In the past, the early April Board meeting has been held to evaluate the superintendent, complete a Board self-evaluation and review Board Goals. With Dr. Tietjen's retirement in June of 2017, it was suggested by Board President Parreira that a new point of discussion regarding the process for a superintendent search should taken up at this meeting rather than a lengthy evaluation session.

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):

ORIGINATOR: Steve M. Tietjen, Ed.D, Superintendent
Date: March 10, 2016

LOS BANOS UNIFIED SCHOOL DISTRICT
MINUTES OF THE SPECIAL MEETING
OF THE BOARD OF EDUCATION
BUDGET STUDY SESSION
February 4, 2016

LBUSD Boardroom

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

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

Absent: Mr. Jones (5:06), Mr. Falasco (5:03), Ms. Smith (5:13)

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

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

None — Public Comment

Dr. Tietjen provided an informational report on the latest education budget information: — Governor's Budget Update

2016-17 Governor's Budget Highlights

- LCFF gap closure funding estimated at 49.08% ($489 per Student/Avg.)
- Mandated cost one-time funding of $214/ADA
- Final year of above average funding

2016-17 Governor's Budget What It Means for Us

- One-time funding for construction
- Additional staffing costs
- Labor agreements under negotiation

Dr. Tietjen stated the Best Best and Kreiger draft copy of the lease/leaseback agreement was emailed to all Board Members earlier in the week for review. He said that he sent BBK back a few changes to the draft to include language that would address the hiring of local sub contractors. Dr. Tietjen asked for the Board to give direction on what they would like to do: a lease/leaseback or go out to hard bid. — Lease/leaseback

Mr. Areias made a motion to approve the lease/leaseback RFP.

Mr. Falasco stated that he had reviewed the lease/leaseback process in length and would not support it for this project. He stated that he recommends using existing money to fund the project. He stated that he feels we are opening the District up to litigation if we choose to do a lease leaseback and he cannot in good conscience vote for it.

Mr. Areias stated that he met with BBK and discussed the legalities of a lease leaseback agreement. He said that he was told by the law firm that they support lease/lease back contracts and do these types of contracts on a regular basis. He also said that they recommended a lease/leaseback contract for the District projects and were confident that this was a safe way to go. He stated that the District does not have the money needed to build all the facilities that the District needs.

Mr. Falasco stated that this lease/leaseback agreement was not for all district projects.

Mr. Areias stressed that the MSE addition and the PHS fields need to be completed by the start of the 2016-2017 school year and moving forward with a lease/lease back was the quickest way to accomplish this.

Mr. Jones stated that Fresno Unified is currently paying millions of dollars in legal fees due to their lease/leaseback agreement. He voiced concern that the law firm Fresno used to prepare their agreements is the same law firm that our District uses. He said the Supreme Court ruled lease/leaseback agreements as illegal and the FBI was also investigating. He stated he will not support a lease/leaseback agreement. He also stated that at the recent CSBA conference he attended they were advised that lease/leaseback agreements were not recommended.

Mr. Falasco said supreme court has not ruled them illegal. He stated that he feels a lease/leaseback agreement is just not a good choice for this current project.

Dr. Tietjen encouraged Trustees to make a decision and give direction as to which process they would like to use. He stated that this was not his decision to make it was the Boards. He stated that at the last meeting it was agreed BBK could come up with lease/leaseback language for the Board to review. He stated that he recommends that if we do hard bids the contractors need to submit qualifications and that any past litigation they have had will need to be made public. He stated that he feels anyone that has had litigation with our district should not be used.

Mr. Mueller agreed that we do have funds to build the MSE project and that a lease/leaseback agreement doesn't fit. He stated that a hard bid was the direction the district should go and to hold contractors accountable. He also agreed that any contractor with previous litigation with our district or any other district should not be considered.

Mr. Parreira stated: motion died for lack of a second.

The meeting was adjourned by Mr. Parreira at 5:30 P.M.

Adjournment

_____

SECRETARY

LOS BANOS UNIFIED SCHOOL DISTRICT
MINUTES OF THE REGULAR MEETING
OF THE BOARD OF EDUCATION
February 11, 2016

City Hall Council Chambers

Mr. Parreira called the meeting to order at 6:30 P.M. — Call to Order

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

A closed session was held prior to the beginning of the regular meeting for: — Closed Session

1. Student Discipline: Cases #5042674462, #2138794165, #5040040432, #1122338643, #4114286190 (Action)
2. Leave Extension Request, certificated employee #2964 (Section 54957) (Action)
3. Liability claim: Claimant: [Identity withheld pursuant to Government Code 54961]; Agency claimed against: Los Banos Unified School District (Action)
4. Public Employee: Discipline/Dismissal/Release/Reassignment (Section 54957) (Action)
5. Conference with Labor Negotiator (Section 54957.6) Agency Negotiators: Steve Tietjen, Dean Bubar, Pat Atkins, Paul Enos and Paula Mastrangelo; Employee Organization: LBTA, (No action).

Regular Session

The regular session was opened at 7:08 P.M.

The audience was led in a pledge to the flag by Ms. Valentina Mascorro. — Pledge to Flag

On motion by Member Mueller, seconded by Member Falasco, Trustees approved the agenda as submitted with a correction to Item B: Budget Guidelines and Budget Assumptions for 2016-17. Ayes: Areias, Duffy, Falasco, Jones, Mueller, Parreira, Smith; Noes: 0; Absent: 0. Motion carried. — Approval of Agenda

Ms. Patricia Ramos Anderson, Community Advocacy Coalition came forward and voiced concerns regarding lease/leaseback construction bid process discussed at the last meeting. She cautioned everyone to use discretion when talking about contractors. She also stated that as a member of the Community Advocacy Coalition she was very pleased to with the new positions that the District has created and the meaningful collaboration between the District and the CAC. — Public Forum

Erik Limon, from Republic Services came forward and presented a $500 check to Los Banos Unified School District on behalf of Starbucks. Mr. Limon thanked the local business representative for their efforts in Republic Services Recycling Program. He also took a moment to thank his son's teacher at WUES. He stated that she had taken extra time to help his son and commended her and all teachers for the wonderful job that they do. — Recognition/ Introductions

Pacheco High School Student Representative, Ruby Ferolino, reported on the many activities at Los Banos and Pacheco High Schools. — Student Report

No Report — LBTA Report

No Report — CSEA Report

Dr. Tietjen read a letter from Mayor Mike Villalta thanking the District for the generous donation to help the Children's Concert fund the Merced Symphony performance at Pacheco High School. He also distributed an informational letter from the Building and Construction Trades Council of Stanislaus, Merced, Tuolumne and Mariposa Counties, detailing new legislation to school construction and a summary of each bill signed into law. He reminded all administrators to complete the 700 Form-Statement of Economic Interests and return it to the district office. Dr. Tietjen announced that he had just been notified that the AP College Board (the organization that administers the SAT test and AP classes) recognized Los Banos Unified School District with the Gaston Caperton Opportunity Award for having more of our underrepresented students taking and passing AP classes, scoring a minimum of 1550 on the SAT exam, completing all college entrance requirements and applying to four year universities. He stated that these indicators show the District is moving in the right direction. He stated that our District is one of 130 Districts in the country to be so honored this year. He commended all District employees for their hard work with students from Kindergarten through high school; congratulating all staff and students for working so hard to make this happen. Mr. Parreira stated that this news was very exciting and also congratulated and thanked staff and students. Mr. Areias recognized the efforts of all District staff and stated that he hoped the news release would ease the minds of Board Members who have had concerns regarding the job the District is doing to help student achieve to the highest level. He congratulated administration and staff for all of their hard work, stating that it has been a joint effort of all District employees. He also stated that LBUSD staff and students have won state and national awards and we should be proud of their achievements. He asked Dr. Tietjen for an update on the Best Best and Krieger contract price review for Creekside Junior High. Dr. Tietjen stated that BBK are expected to have the proposal ready next week. Ms. Smith responded to Dr. Tietjen's announcement, voicing concern regarding the recent award received in comparison to the Smarter Balance Assessment report that shows the District has very low test scores. She stated that the scores are a travesty. She expressed concern that Los Banos Unified test scores are at an extreme low percentage. She questioned why the low test scores have not been addressed and why parents have not been notified. She encouraged everyone to go to the website to view the scores. She asked what the plan is to improve test scores and close the achievement gap. She stated that the Board and Administration are failing all students and that it is a problem that needs to be addressed. Ms. Smith asked Mr. Enos, Ms. Mastrangelo and Dr. Tietjen what the plan is to improve this travesty. She stated that she does not blame the teachers for the low scores she blames the Administration and the Board and that the Board needs to address this issue. She stated that she worries about the type of people that will live in the city of Los Banos in ten years and the crime rate that might exist. Mr. Parreira said that low test scores were expected before the test was administered. Mr. Areias argued that recognition recently received shows positive gains on SAT and AP Exam test scores. He stated that this award does not fix all of the problems, but it does show the District making positive gains. Mr. Jones stated no one person should take these results personally. We should all collaborate together as a District to improve the situation. He suggested that the Board focus on ways to help students improve test scores. He recommended that the Smarter Balance Assessment Report go home with all students — Superintendent's Report

so that parents are informed. Mr. Mueller stated that the new testing system did not work correctly the day the test was administered. He stated test teachers worked with a broken testing system. He acknowledged that the State is aware of problem; once they fix the problem, he is confident the scores will be better. He thanked staff for working hard and commended teachers for the job they do. He stated that he is proud of the teachers, community and what is being done in our District.

Facilities Report

Mr. Tom Worthy, Director of Facilities, Maintenance and Operations, distributed information on the upcoming bid schedule for the culinary arts classroom and schedule options for the PHS artificial turf project. Mr. Allen Evans, project superintendent from the Architect firm of Mangini & Associates, came forward and provided an update on Creekside Junior High. He stated that the Mercey Springs Elementary addition project will go out to bid in March, construction could start as early as May, with a completion date in October.

Trustee Reports

Mr. Jones stated that he would like to see test scores go home with every student. He also voiced concern regarding the recent media reports regarding an incident in the District. He stressed to parents that the District is very concerned student safety and very bothered by the incident. Mr. Falasco reminded everyone that they are all here for the best interest of the students, not to be making personal attacks. He stated that he is concerned that the current test method is a huge problem, but has faith in staff and administration that the problem will be resolved. He complimented teachers and administrators and encouraged everyone to work together, not against each other. Mr. Areias voiced concern regarding the lease/leaseback proposal that was not approved by Trustees at the Special Board Meeting on February 4, 2016. He read an insert from the January Board minutes that stated that members supported a lease/leaseback agreement for the MSE project and was disappointed that the item failed. He stated that he is worried that the MSE and PHS projects will not completed for the start of the 2016-17 school year and that change orders could increase the cost of these projects. Mr. Mueller – No Report. Ms. Smith asked what the corrections to the low test scores would be. She would like an update from Dr. Tietjen, Ms. Mastrangelo and Mr. Enos on the District plan to improve scores. Ms. Duffy stated that she has not visited school sites since October due to an injury she received during a visit to the new junior high. She said that hopefully she will be able to make visits in a few months. She commented on the many school fundraisers. She stated that she did not feel schools should have to fundraise. She stated that each Principal should have enough money to not only run their school, but enough money left for extra needs. She asked Dr. Tietjen about site budget needs. Dr. Tietjen briefly reported on a meeting that district administrators had with principals to review the site needs and the process decided upon for extra funds given to each school. He also stated that executive cabinet will be meeting on Tuesday, February 16th to review site budget plans. Mr. Parreira read a few facts regarding the future of students: 65% of our current students will hold jobs that don't yet exist; We are currently preparing students for jobs that don't yet exist using technologies that haven't been invented in order to solve problems we don't even know are problems yet; For students in college starting a 4-year technical degree - half of what they learn in their first year of study will be outdated by their third year of study; There are 5.9 billion searches on Google every day. That's 100 times more that in 2000; The number of text messages sent everyday is double the population of the planet; China will soon become the #1 English speaking country in the world.

Mrs. Valentina Mascorro, MESA Advisor, and MESA students provided an informational report on their 2015 College Road Trip. — MESA College Road Trip Report

On a motion by Member Areias, seconded by Member Falasco, Trustees approved the 2016-17 Budget Guidelines and Assumptions as presented by Mr. Laursen, Director of Fiscal Services. Ayes: Areias, Duffy, Falasco, Jones, Mueller, Parreira, Smith; Noes: 0; Absent: 0. Motion Carried. — Budget Guidelines & Assumptions

On a motion by Member Jones, seconded by Member Falasco, Trustees cast their vote for Greg Opinski as their representative to the CSBA Delegate Assembly for Region 8, Subregion D. Ayes: Duffy, Falasco, Jones, Mueller, Parreira, Smith; Noes: Areias; Absent: 0. Motion Carried. — CSBA Delegate Assembly

On a Motion of Member Jones, seconded by Member Falasco, Trustees adopted the following resolutions approving the piggyback agreements for the purchase of furniture and equipment for Creekside Junior High School: Resolution #03-16: The Office City: Global (#4400006273), Resolution #04-16: The Office City: Smith System Company (NCPA14-15), Resolution #05-16: Virco: US Communities (#SV-15-0028-13). Ayes: Areias, Duffy, Falasco, Jones, Mueller, Parreira, Smith; Noes: 0; Absent: 0. Motion Carried. — CJHS-Furniture & Equipment Piggyback

Mrs. Duffy asked how many people attended the recent job fair. Mr. Atkins gave a brief report on the District job fair held on January 20, 2016. On motion of Member Areias, seconded by Member Mueller, Trustees adopted a Declaration of Need through June 30, 2017, certifying there are an insufficient number of certificated personnel who meet District employment criteria. Ayes: Areias, Duffy, Falasco, Jones, Mueller, Parreira, Smith; Noes: 0; Absent: 0. Motion Carried. — Declaration of Need

On motion of Member Mueller, seconded by Member Areias, Trustees approved the Consent Calendar as submitted after a brief discussion on the Sullivan Learning Agreement. Ayes: Areias, Duffy, Falasco, Jones, Mueller, Parreira, Smith; Noes 0; Absent: 0. Motion carried. — CONSENT CALENDAR

Trustees approved minutes of the regular meeting held on January 14, 2016. — Minutes

Certificated Appointment: Magallanes, Jose – Counselor, LBHS – effective 01/13/2015; Extra-Duty: Brooks, Jill – Asst. Swimming Coach, PHS, Douglass, Rachel – Head Soccer Coach, LBHS, Kirk, Sarah – Asst. Track Coach, LBHS, Lugo, Ernest- Sophomore Baseball Coach, LBHS Luna, Jose – Asst. Track Coach, LBHS, Mitchell, Laurence – Asst. Track Coach, LBHS, Tomasetti, Jimmy –Girl's Softball Coach (JV), PHS, Wilson, Mike – Baseball Coach (Frosh), LBHS; Classified New Hires: Diaz, Jennifer – LEAP, Instructional Aide (4.5 Hrs), Gaines, Kate – SS, Behavior Support Aide (6.0 Hrs), Landeros, Alma – LEAP, Instructional Aide (4.5 Hrs), Todd, Willie – LEAP, Instructional Aide (4.5 Hrs); Promotional: Gonzales, Geovanna – RME, Secretary II (8.0 Hrs). — Personnel Actions

The monthly Fiscal Report was submitted for Board information. — Fiscal Report

Trustees certified corrective actions taken by the District to correct the 2014-15 audit findings.	Certification of Corrective Actions for Audit Findings
Trustees approved the Comprehensive Safety Plans as submitted by each school site.	Comprehensive Safety Plan
The December 31, 2015 County Treasury Quarterly Investment Report was provided for informational purposes.	Quarterly Investment Report
Trustees approved the following agreements/contracts: 1. Addendum Agreement, Sullivan Learning Systems, Inc. 2. Indoor Environmental Services (IES), Operations & Maintenance 3. Amended Agreement 2015-16 California State Preschool Program 4. AT&T, wide area network service	Agreements/ Contracts
Trustees approved the following overnight/out-of-state travel: 1. RME 6th Graders, Jack L. Boyd Outdoor School, March 14-18, 2016 2. LBHS Varsity Boys Tennis, Clovis, CA March 4-5, 2016 3. PHS Seniors, Grad Night, Six Flags Magic Mountain, May 26-27, 2016	Travel
Trustees declared specified electronic equipment as obsolete and authorized disposal in accordance with Board Policy #3270	Disposal of Obsolete Equipment
Trustees approved the warrants for payment.	Warrants
Student Discipline, Case #1122338643: On motion by Member Areias, seconded by Member Mueller, Trustees expelled the student for the remainder of the 2015-16 school year. Ayes: Areias, Duffy, Falasco, Jones, Mueller, Parreira, Smith; Noes 0; Absent: 0. Motion carried. Student Discipline, Cases #5040040432, #4114286190: On motion by Member Areias, seconded by Member Mueller, Trustees placed students on suspended expulsion status for the remainder of the current semester. Violation of the behavior contract will result in referral to Valley Community School. Ayes: Areias, Duffy, Falasco, Jones, Mueller, Parreira, Smith; Noes 0; Absent: 0. Motion carried. Student Discipline, Cases #5042674462, #2138794165, On motion by Member Areias, seconded by Member Mueller, Trustees expelled the 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.	Reporting Closed Session Action

Mr. Falasco requested a Resolution for future construction projects requiring the use of 50% local vendors, services, contractors be utilized. Mr. Jones asked that an item be placed on the agenda to choose a new legal firm to review the cost of Creekside Junior High should BBK not have their report ready for the next meeting. Ms. Smith asked for information multi prime construction management. Mr. Areias voiced concern regarding the higher cost for hiring local, the hiring of yet another law firm, and an increase to construction cost with a multi prime contract. Mr. Jones reminded everyone that as a Board these decisions should be put to a vote. Dr. Tietjen suggested a consultant come to speak to the Board regarding the various construction contract methods. Mr. Parreira asked that in light of Dr. Tietjen's retirement in 2016-17, the Board consider changing the evaluation/goal setting meeting scheduled for April 7th to a meeting initiating the search process for a new superintendent. Ms. Smith said she still wants the evaluation. Mr. Mueller asked that this decision be placed on the March agenda and voted on.

Discussion, Information, and Future Agenda Items

Board Members reconvened for closed session at 8:48 P.M.

Closed Session

On motion by Member Mueller, seconded by Member Falasco, Trustees approved the leave extension request until June 30, 2016 for certificated employee #2964. Ayes: Areias, Duffy, Falasco, Jones, Mueller, Parreira; Noes: 0; Absent 0. Motion carried.

Reporting Closed Session Action

On motion by Member Falasco, seconded by Member Mueller, Trustees rejected liability claim: Claimant: [Identity withheld pursuant to Government Code 54961]; Agency claimed against: Los Banos Unified School District (Action)

Public Employee: Discipline/Dismissal/Release/Reassignment (Section 54957): No action taken, postponed until next meeting.

The meeting was adjourned by Mr. Parreira at 9:34 P.M.

_____

SECRETARY

Adjournment

LOS BANOS UNIFIED SCHOOL DISTRICT
DIVISION OF HUMAN RESOURCES

Pat Atkins, Area Administrator

REPORT OF CERTIFICATED EMPLOYMENT
FOR BOARD APPROVAL –March 2016

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 – 2016-17 School Year

EXTRA DUTY

APPOINTMENTS:

RESIGNED:

LOS BANOS UNIFIED SCHOOL DISTRICT
DIVISION OF HUMAN RESOURCES

Pat Atkins, Assistant Superintendent

REPORT OF CLASSIFIED EMPLOYMENT
FOR BOARD APPROVAL – March 10, 2016

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)

Appointments:

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

Leave of Absence:

Board Reference Material

SUBJECT TITLE: **Monthly Fiscal Report**

REQUESTED ACTION: None—report only

Action_____ Discussion/Information___X___

RECOMMENDATION:

The attached reports are provided for informational purposes only.

BACKGROUND INFORMATION:

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

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

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

N/A

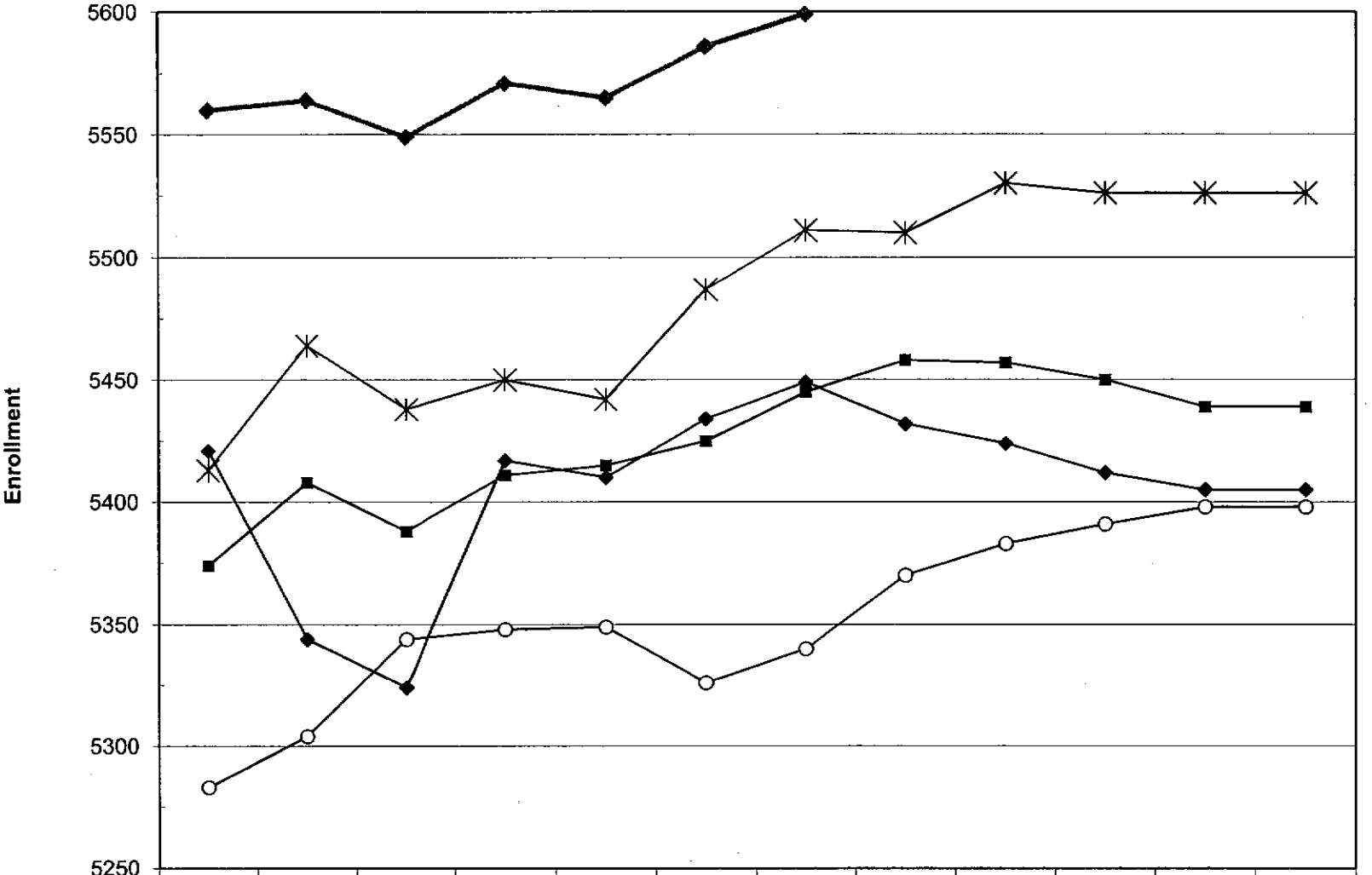
ORIGINATOR: Don Laursen, Director of Fiscal Services
Date: March 10, 2016

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	55,661,291.84	32,244,150.16	63.31
	FEDERAL REVENUES :	5,264,000.00	1,355,815.00	6,619,815.00	2,685,414.44	3,934,400.56	40.56
	OTHER STATE REVENUES :	11,406,000.00	3,417,579.00	14,823,579.00	7,492,567.04	7,331,011.96	50.54
	OTHER LOCAL REVENUES :	672,573.00	51,934.00	724,507.00	563,276.61	161,230.39	77.74
*	TOTAL YEAR TO DATE REVENUES	* * 105,180,772.00 *	4,892,571.00 *	110,073,343.00 *	66,402,549.93 *	43,670,793.07 *	60.32
			EXPENDITURE DETAIL				
	CERTIFICATED SALARIES :	40,725,272.00	1,410,702.00	42,135,974.00	26,868,616.08	15,267,357.92	63.76
	CLASSIFIED SALARIES :	13,122,897.00	405,473.00	13,528,370.00	9,140,940.38	4,387,429.62	67.56
	EMPLOYEE BENEFITS :	22,082,155.00	3,278,119.00	25,360,274.00	14,409,277.37	10,950,996.63	56.81
	BOOKS AND SUPPLIES :	7,799,210.00	1,752,810.00	9,552,020.00	3,859,497.89	5,692,522.11	40.40
	SERVICES, OTHER OPER. EXPENSE:	5,830,967.00	1,521,409.00	7,352,376.00	6,861,891.43	490,484.57	93.32
	CAPITAL OUTLAY :	1,750,245.00	738,543.00	2,488,788.00	1,265,665.44	1,223,122.56	50.85
	OTHER OUTGOING :	1,235,240.00	131,251.00	1,366,491.00	1,012,119.73	354,371.27	74.06
	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	688,183.14	31,213.86	95.66
*	TOTAL YEAR TO DATE EXPENDITURES	* * 92,981,053.00 *	9,197,728.00 *	102,178,781.00 *	64,106,191.46 *	38,072,589.54 *	62.73
			OTHER FINANCING SOURCES (USES)				
	INTERFUND TRANSFERS - OUT :	10,000,000.00-		10,000,000.00-	5,000,000.00-	5,000,000.00-	50.00
	CONTRIB.- RESTRICTED PROGRAMS:	.00		.00	.00	.00	NO BDGT
*	TOTAL YEAR TO DATE OTHER FINANCING	* 10,000,000.00-*	.00 *	10,000,000.00-*	5,000,000.00-*	5,000,000.00-*	50.00

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	3,628,131.52-	7,538,567.61
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	1,922,348.40-	94,520.40
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-	2,386.67	6,212.06-
9553	REPAY		4,719.70-	4,719.70-
9554	INSURANCE	580.51-	676,997.19	676,416.68
9556	MISC DISTRICT VOL-DEDS (1)	62.60	249.20-	186.60-
9557	Refunds of PERS, STRS, SS, MED	153.27-	2,841.03-	2,994.30-
9563	STRS TAX DEFERRED REPAYMENT	241.33-	.00	241.33-
9564	RETIREE LIABILITY		86,338.10-	86,338.10-
9569	STALE DATED PAYROLL WARRANTS	2.00-	2.00	.00
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 *	2,703,641.53-*	8,230,123.65 *
* EXCESS REVENUES/(EXPENDITURES) * *		10,933,765.18 *	2,703,641.53-*	8,230,123.65 *

OBJECT NUMBER	DESCRIPTION	ADOPTED BUDGET	BUDGET ADJUSTMENTS	CURRENT BUDGET	INCOME/ EXPENSE	BUDGET BALANCE	BUDGET % USED
	REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE						
A.	REVENUES	105,180,772.00	4,892,571.00	110,073,343.00	66,402,549.93	43,670,793.07	60.32
B.	EXPENDITURES	92,981,053.00	9,197,728.00	102,178,781.00	64,106,191.46	38,072,589.54	62.73
C.	EXCESS REVENUES (EXPENDITURES)	12,199,719.00	4,305,157.00-	7,894,562.00	2,296,358.47	5,598,203.53	29.08
D.	OTHER FINANCING SOURCES (USES)	10,000,000.00-	.00	10,000,000.00-	5,000,000.00-	5,000,000.00-	50.00
E.	NET CHANGE IN FUND BALANCE	2,199,719.00	4,305,157.00-	2,105,438.00-	2,703,641.53-	598,203.53	128.41
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	4,305,157.00-	2,105,438.00-	2,703,641.53-	598,203.53	128.41

K-6 Enrollment (including SDC) by Month

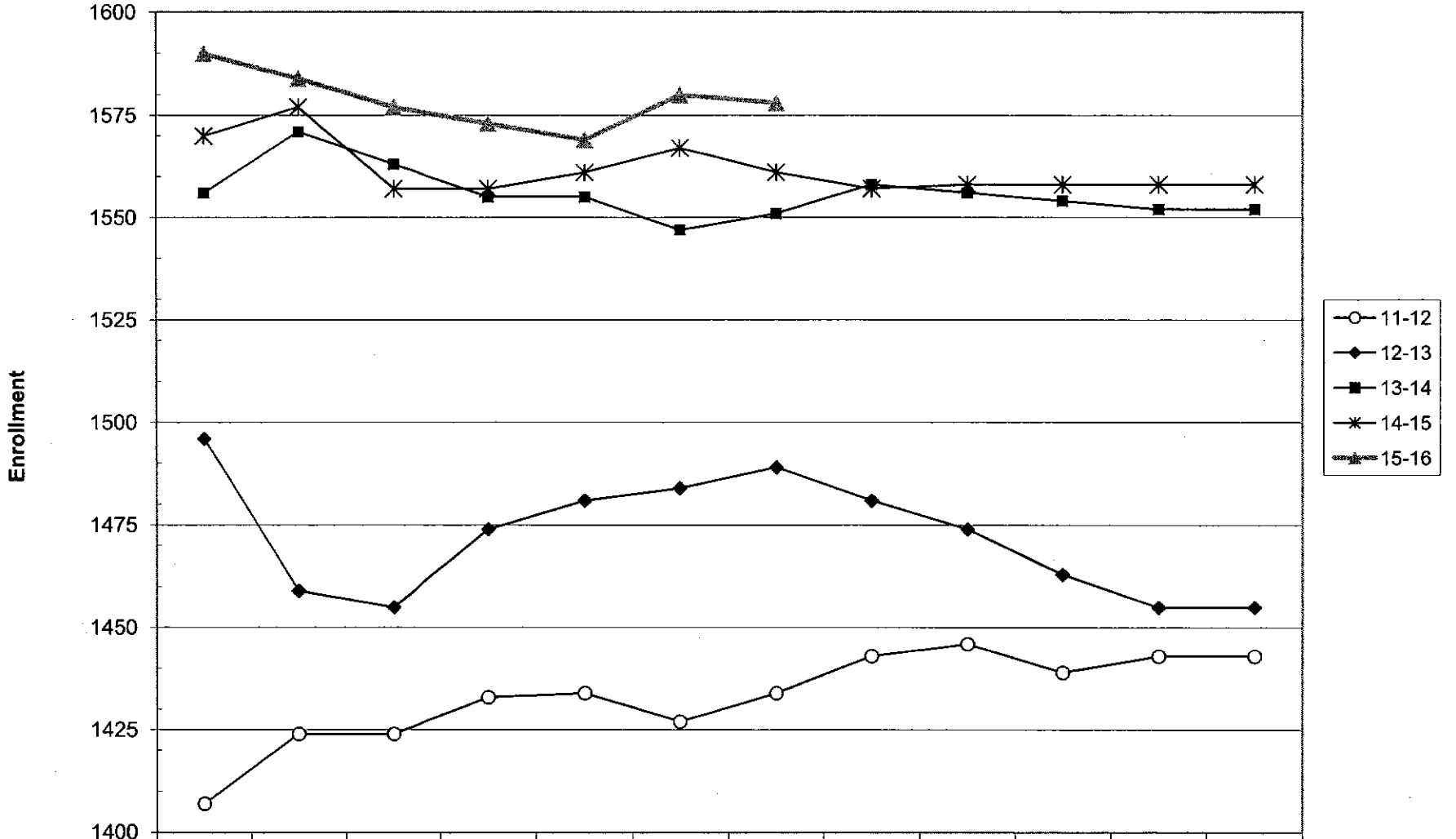


	8/28	9/26	10/30	11/20	12/19	1/29	2/26	3/27	5/1	5/29	6/28	7/26
11-12	5283	5304	5344	5348	5349	5326	5340	5370	5383	5391	5398	5398
12-13	5421	5344	5324	5417	5410	5434	5449	5432	5424	5412	5405	5405
13-14	5374	5408	5388	5411	5415	5425	5445	5458	5457	5450	5439	5439
14-15	5413	5464	5438	5450	5442	5487	5511	5510	5530	5526	5526	5526
15-16	5560	5564	5549	5571	5565	5586	5599					

Month

2/26/2016

7-8 Enrollment (including SDC)

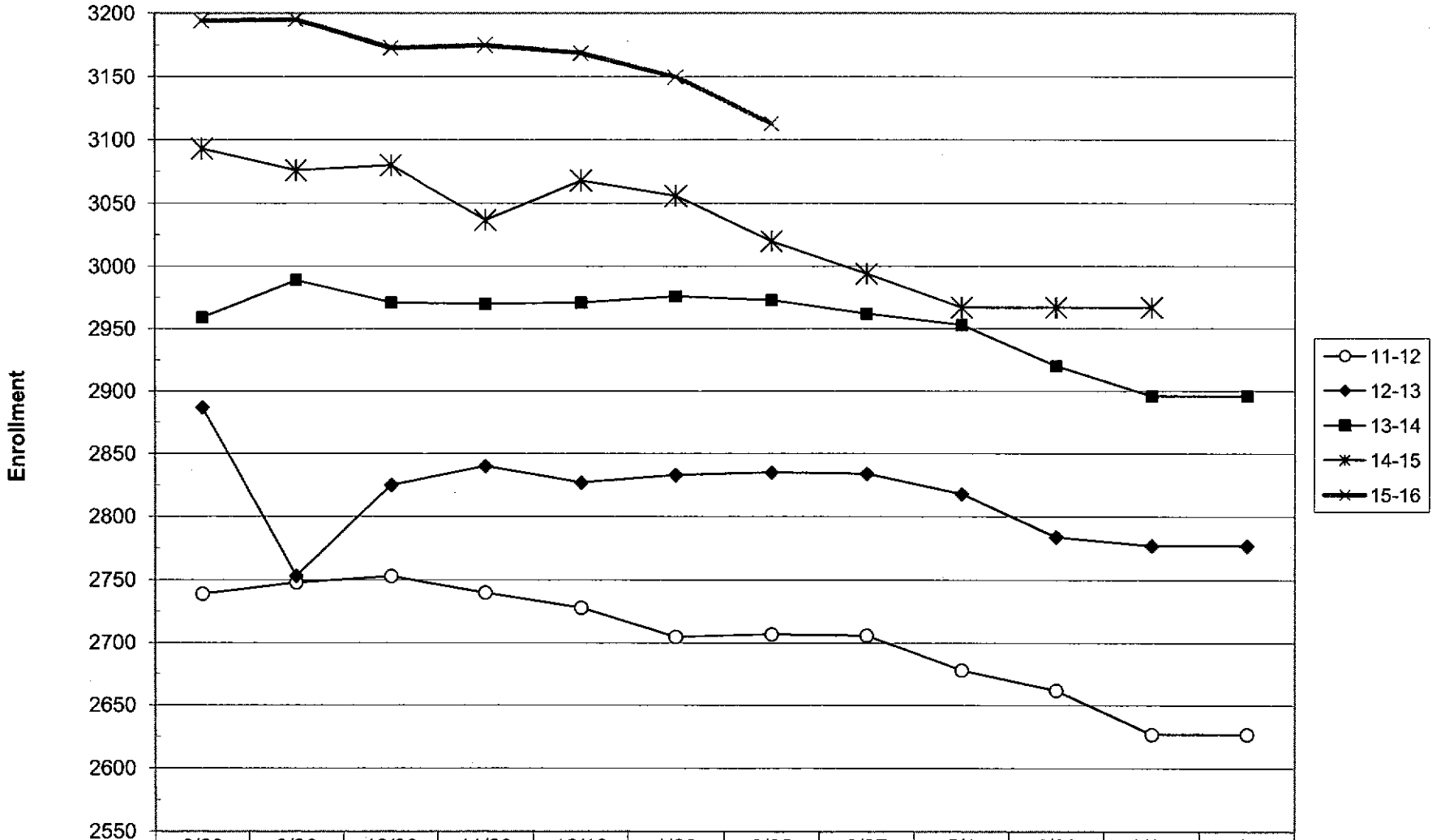


	8/28	9/26	10/30	11/20	12/19	1/29	2/26	3/27	5/1	5/29	6/28	7/26
11-12	1407	1424	1424	1433	1434	1427	1434	1443	1446	1439	1443	1443
12-13	1496	1459	1455	1474	1481	1484	1489	1481	1474	1463	1455	1455
13-14	1556	1571	1563	1555	1555	1547	1551	1558	1556	1554	1552	1552
14-15	1570	1577	1557	1557	1561	1567	1561	1557	1558	1558	1558	1558
15-16	1590	1584	1577	1573	1569	1580	1578					

Month

2/26/2016

9-12 Enrollment (including SDC)

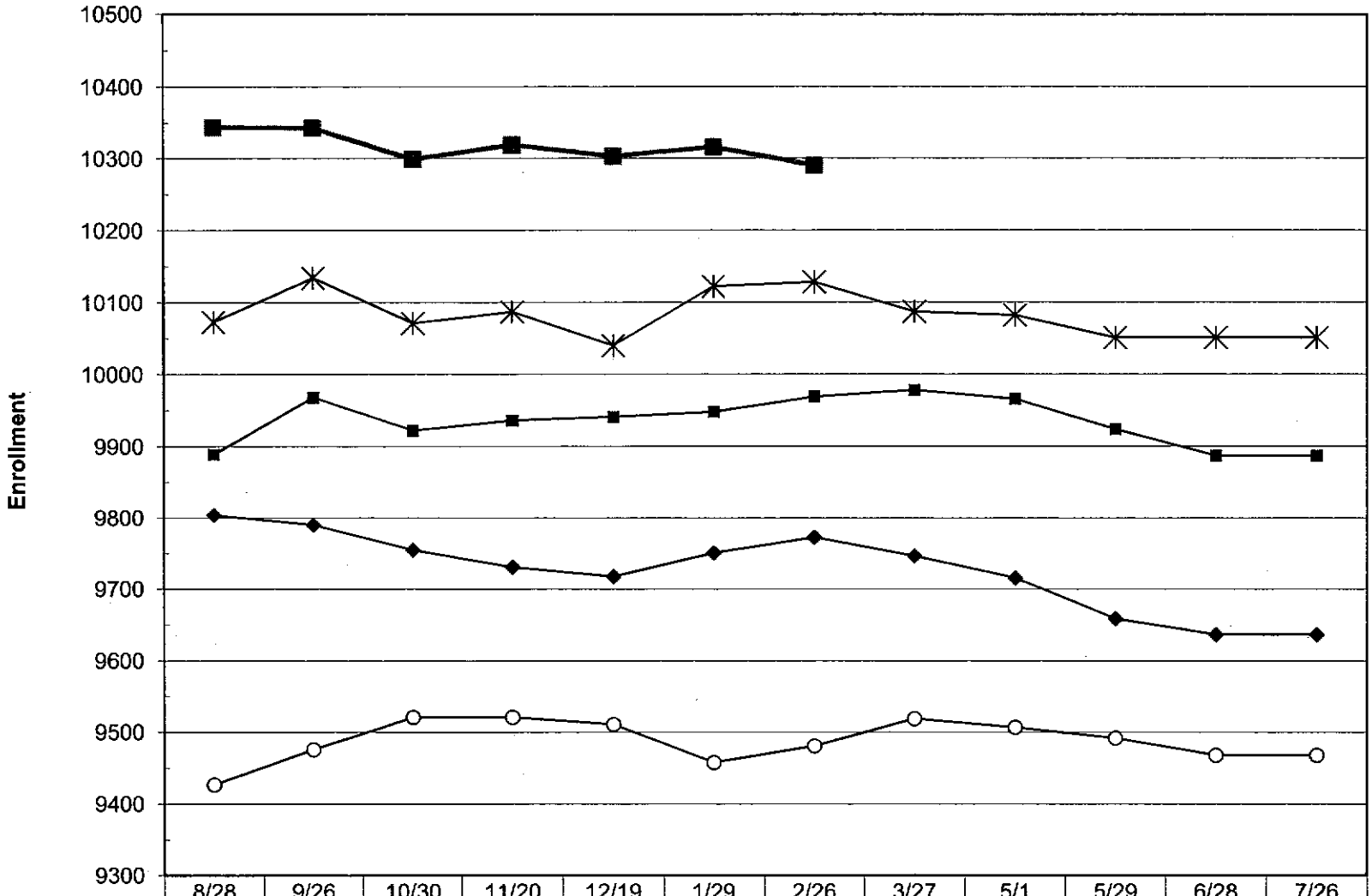


	8/28	9/26	10/30	11/20	12/19	1/29	2/26	3/27	5/1	5/29	6/28	7/26
11-12	2739	2748	2753	2740	2728	2705	2707	2706	2678	2662	2627	2627
12-13	2887	2753	2825	2840	2827	2833	2835	2834	2818	2784	2777	2777
13-14	2959	2989	2971	2970	2971	2976	2973	2962	2953	2920	2896	2896
14-15	3093	3076	3080	3037	3068	3056	3020	2994	2967	2967	2967	
15-16	3194	3195	3173	3175	3169	3150	3113					

Month

2/26/2016

K-12 Enrollment (including SDC) by Month



	8/28	9/26	10/30	11/20	12/19	1/29	2/26	3/27	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					

Month

2/26/2016

Developer Fees

As of: 2/26/2016

	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	24.43%	24.43%
AUG	$0.00	0.00%	0.38%	$ -	0.00%	1.61%	$78,003.40	8.58%	21.48%	$105,310.08	23.41%	47.84%
SEP	$0.00	0.00%	0.38%	$19,404.00	5.15%	6.76%	$77,550.43	8.53%	30.01%	$37,320.27	8.29%	56.13%
OCT	$0.00	0.00%	0.38%	$4,692.00	1.24%	8.00%	$185,797.66	20.43%	50.43%	$19,825.11	4.41%	60.54%
NOV	$ -	0.00%	0.38%	$586.50	0.16%	8.16%	$111,157.12	12.22%	62.65%	$28,945.89	6.43%	66.97%
DEC	$ -	0.00%	0.38%	$0.00	0.00%	8.16%	$272,878.32	30.00%	92.65%	$87,174.85	19.37%	86.35%
JAN	$ -	0.00%	0.38%	$0.00	0.00%	8.16%	$50,405.07	5.54%	98.19%		0.00%	86.35%
FEB	$1,163.82	1.62%	2.00%	$489.60	0.13%	8.29%	$1,345.14	0.15%	98.34%	$61,428.06	13.65%	100.00%
MAR	$27,589.13	38.41%	40.41%	$0.00	0.00%	8.29%		0.00%	98.34%		0.00%	100.00%
APR	$34,308.72	47.77%	88.18%	$75,346.45	19.98%	28.27%		0.00%	98.34%		0.00%	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%		$449,945.51	100.00%	
	50,000.00			50,000.00			513,000.00			250,000.00		

Board Reference Material

SUBJECT TITLE: **2016 Summer School Schedule**

REQUESTED ACTION: Approve

Action_X___ Discussion/Information_____

RECOMMENDATION:

It is recommended the Board approve the dates for 2016 summer school.

BACKGROUND INFORMATION:

In December of 2011 the Board agreed to bring back summer school to address the needs of students trying to become A-G compliant. At that time a redesigned and down-sized summer school model was approved for the summer of 2012, 2013, 2014 and 2015. We are proposing that a similar model once again be run in the summer of 2016 to meet our student's academic needs.

SUMMER SCHOOL SCHEDULE
June 10th – Teacher Prep Day
June 13 – July 1 (15 days) 1st semester
July 4th and 5th Vacation
July 6 – 26 (15 days) 2nd semester

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

Summer school, in this reconfigured format, directly supports Board Goal 2, "All students will graduate from high school having completed a clear pathway of A-G requirements…

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

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

Traditional summer school operated at a cost of $300,000 in the past. The down-sized summer school model that focuses on A-G compliance drops the cost to $250,000 or less, depending on enrollment.

ORIGINATOR: Paul J. Enos, Assistant Superintendent, Secondary Education
Date: March 10, 2016

Board Reference Material

SUBJECT TITLE: **Agreement, iPads for Creekside Junior High School**

REQUESTED ACTION: Approve

Action X Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the agreement with Apple Inc. for the purchase of iPad Air II's for Creekside Junior High School.

BACKGROUND INFORMATION:

Students are part of a digital generation -- they have grown up with computers and technology in their lives and need to be prepared for a digital world.

In order to prepare our students for the digital world, Creekside Junior High will be utilizing digital textbooks as well as e-books. A device is required for the implementation of digital textbooks and the use of e-books. After reviewing several digital learning products, the Apple devices were selected. Students will utilize the IPads as learning tools within the school setting as well as at home.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This 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.

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

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

The cost for the equipment will be $404,140 to be paid over a three-year period with school site funds as allocated from the General Fund

ORIGINATOR: Carolina Moreno, Principal, Creekside Junior High School
Date: March 10, 2016

Financial Services
Education Finance

Lease Documentation Checklist

Documents Required Prior to Shipment		Scanned to Apple

NOTE: Please call Robin Ficca at 800-669-9441 ex.1734 with any questions.

Master Lease Purchase Agreement	Lessee Signature, Printed Name/Title, Execution Date & Federal Tax ID No.	_____
Schedule (Exhibit A)	Lessee Signature, Name/Title & Execution Date	_____
Incumbency Certificate (Exhibit C)	The Incumbency section is to be executed by a person other than the signer of the documents. This may be a Board Secretary/Clerk, any Board Member, OR the Superintendent.	_____
Lease Payment Instructions (Exhibit E)	Identify how Lease is to be invoiced.	_____
Insurance Coverage Requirements (Exh F)	Complete name of insurance company and contact information.	_____
IRS Form 8038-G or 8038-GC	Complete per instructions and sign.	_____
Essential Use Audit	Complete in its entirety.	_____
Purchase Order(s)	Purchase Order(s) must include: **Apple Inc. c/o Apple Financial Services as vendor** **1111 Old Eagle School Rd. Wayne PA 19087** as Vendor, Apple product quantity and description, Apple Quote No. 2202875305 totaling $398,976.00, Schedule No. PUB15482 to MLPA dated February 10, 2016 bill-to and ship-to name/address, PO number, and authorized signature. Additionally, please provide third party vendor contacts *(if applicable)*. Apple will contact third party vendor(s) regarding invoice remittance.	_____
Sales/Use Tax Exemption Certificate	Please provide a copy, if applicable. Please list Seller as Apple Inc. and its Assigns.	_____

NOTE: Please provide scanned copies of the above items to rficca@leasedirect.com.

Documents Required Prior to Funding		Mailed to Apple
Originals of all the above	Please mail to: **Apple Financial Services** **Attention: Robin Ficca** **1111 Old Eagle School Rd.** **Wayne PA 19087**	_____
Insurance Certificate or Self-Insurance Letter	Provide All Risk Personal Property and General Liability Coverage listing Apple Inc. and its assigns as "Loss Payee" and "Additionally Insured" or provide a self insurance letter as described in the "Insurance Coverage Requirements."	_____
Acceptance Certificate (Exhibit B)	Lessee Signature, Name/Title & Execution Date. *Sign upon Acceptance*	_____
Advance Lease Payment	Invoice attached, if applicable.	_____
Board Resolution or Minutes approving the Lease Purchase	Please provide a copy.	_____

Financial Services
Education Finance

Master Lease Purchase Agreement

This Master Lease Purchase Agreement dated as of February 10, 2016 (this "Master Lease") is entered into by and between Apple Inc. ("Lessor") and LOS BANOS UNIFIED SCHOOL DISTRICT ("Lessee").

1. **MASTER LEASE; SCHEDULES.** Subject to the terms of this Master Lease, Lessee agrees to lease, purchase and acquire from Lessor certain equipment and/or software (the "Equipment") as may be described in any lease schedule in the form of Exhibit A (each, a "Schedule") which may be executed by the parties from time to time. Nothing in this Master Lease shall be construed to impose any obligation upon, or otherwise commit, Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion. Lessee understands that Lessor requires certain documentation and information necessary to enter into any Schedule, and Lessee agrees to provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include but shall not be limited to: (a) a description of the proposed Equipment, including the cost and its contemplated use and location, (b) information related to the vendor(s) manufacturing, licensing (subject to the terms of the Vendor's applicable end user license agreement(s)), delivering, installing or maintaining the proposed Equipment for Lessee (the "Vendor"), (c) documentation or information concerning the financial condition of Lessee, and (d) other information related to the Schedule and Lessee. The terms and conditions of this Master Lease (including all exhibits and any amendments hereto), are incorporated by reference into each Schedule and each Schedule, once executed by Lessor and Lessee, shall constitute a separate and independent lease and installment purchase of the Equipment identified therein, hereinafter referred to as a "Lease."

2. **INVOICE PAYMENT OR REIMBURSEMENT.** With respect to any Lease, and subject to the provisions of Section 3 if applicable, Lessor shall have no obligation whatsoever to make any payment to a Vendor or reimburse Lessee for any payment made to a Vendor for the Equipment that is the subject of such Lease until three (3) business days after Lessor's receipt of the following in form and substance satisfactory to Lessor in its sole discretion: (a) a Schedule executed by a duly authorized representative of Lessee; (b) a fully executed partial or final acceptance certificate as applicable, in the form of Exhibit B ("Acceptance Certificate"); (c) a resolution or evidence of other official action taken by Lessee's governing body authorizing Lessee to enter into the related Lease and any applicable Escrow Agreement, the acquisition of the Equipment subject thereto, and confirming that Lessee's actions were in accordance with all applicable state, local and federal laws, including laws regarding open meetings and public bidding; (d) evidence of insurance with respect to the Equipment in accordance with the provisions of Section 15 of this Master Lease; (e) a Vendor invoice for the Equipment and, if such invoice has been paid by Lessee, evidence of payment thereof and, if applicable, evidence of official intent to reimburse such payment as required by the Treasury Regulations; (f) a completed and executed Form 8038-G or 8038-GC; (g) an Incumbency Certificate substantially in the form attached as Exhibit C; (h) a Bank Qualification Designation substantially in the form attached as Exhibit D; (i) Lease Payment Instructions substantially in the form attached as Exhibit E; (j) Insurance Coverage Requirements in the form attached as Exhibit F; (k) an opinion of Lessee's counsel substantially in the form attached as Exhibit G; and (l) such other documents, items, or information reasonably required by Lessor.

3. **ESCROW AGREEMENT.** Upon agreement by both Lessee and Lessor as to any Lease, the parties shall enter into an escrow agreement (an "Escrow Agreement") with an escrow agent selected by Lessee, such selection subject to Lessor's approval, establishing an account from which the cost of the Equipment subject to such Lease is to be paid (the "Escrow Account"). Upon execution and delivery of an Escrow Agreement by the parties thereto and satisfaction of any conditions precedent set forth in Section 2 of this Master Lease or in such Escrow Agreement, Lessor shall deposit or cause to be deposited into the Escrow Account under the related Escrow Agreement funds for the payment of the costs of acquiring the Equipment under such Lease. Lessee acknowledges and agrees that no disbursements shall be made from an Escrow Account except for portions of the Equipment that are operationally complete and functionally independent and that may be fully utilized by Lessee without regard to whether the balance of the Equipment is delivered and accepted.

4. **DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in each Lease, and pay any and all delivery and installation costs and applicable sales and other taxes in connection therewith. When the Equipment identified in any Lease has been delivered and installed, Lessee shall immediately inspect the Equipment and evidence its acceptance by executing and delivering to Lessor the Acceptance Certificate. If Lessee signed a purchase contract for the Equipment, by signing a Schedule Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.

5. LEASE PAYMENTS. Lessee agrees to pay "Lease Payments" to Lessor in accordance with the payment schedule set forth in each Lease, exclusively from legally available funds, consisting of principal and interest components in the amounts and on such dates as provided in each Lease. Lessee shall pay Lessor a charge on any Lease Payment not paid on the date such payment is due at the rate of 12% per annum or the highest lawful rate, whichever is less, from such due date until paid. The "Commencement Date" for each Lease is the date when interest commences to accrue under such Lease, which date shall be the earlier of (a) the date Lessee partially or fully accepts the Equipment pursuant to Section 4, or (b) the date of Lessor's deposit into an Escrow Account of sufficient monies to purchase the Equipment. Lessor will advise Lessee as to the address to which Lease Payments shall be sent. The Lease Payment is due whether or not Lessee receives an invoice. Restrictive

endorsements on checks sent by Lessee will not reduce Lessee's obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes may be paid by Lessee from funds advanced to Lessee by Lessor for such purpose in connection with the execution and delivery of the related Lease or may be paid by Lessee pursuant to Section 4 hereof. *Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments under each Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness or debt by Lessee, nor shall anything contained in this Master Lease or in any Lease constitute a pledge of the general tax revenues, funds or monies of Lessee.*

6. NON-APPROPRIATION OF FUNDS. Lessee is obligated to pay Lease Payments under each Lease for each fiscal period as may lawfully be made from funds budgeted and appropriated for that purpose for such fiscal period. Lessee currently intends to remit and reasonably believes that funds in an amount sufficient to remit all Lease Payments and other payments under each Lease can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment under such Lease and the performance of its essential function during the scheduled "Lease Term" as reflected in each Lease. Lessee currently intends to do all things lawfully within its power to obtain and maintain funds from which the Lease Payments under each Lease may be made, including making provision for such payments to the extent necessary in each budget or appropriation request adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, Lessor acknowledges that the decision whether or not to budget and appropriate funds or to extend the term of a Lease for any period beyond the original or any additional fiscal period is within the discretion of the governing body of Lessee. In the event that Lessee's governing body fails or is unwilling to budget, appropriate or otherwise make available funds for the payment of Lease Payments and other payments, if any, under a Lease following the then current fiscal period (an "Event of Non-appropriation"), Lessee shall have the right to terminate such Lease on the last day of the fiscal period for which sufficient appropriations were made without penalty or expense, except as to the portion of any Lease Payment for which funds shall have been appropriated and budgeted, in which event Lessee shall return the Equipment subject to such Lease in accordance with Section 19 of this Master Lease. Lessee agrees to deliver notice to Lessor of such Event of Non-appropriation with respect to a Lease and termination at least thirty (30) days prior to the end of the then current fiscal period, but failure to give such notice shall not extend the term of the affected Lease beyond such then current fiscal period.

7. UNCONDITIONAL OBLIGATION. UPON THE COMMENCEMENT DATE OF A LEASE PURSUANT TO SECTION 5 OF THIS MASTER LEASE, AND EXCEPT AS PROVIDED IN SECTION 6, "NON-APPROPRIATION OF FUNDS," THE OBLIGATIONS OF LESSEE TO MAKE LEASE PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON INCLUDING, WITHOUT LIMITATION, ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DISPUTES WITH LESSOR OR ANY VENDOR OF ANY EQUIPMENT, DEFECTS, MALFUNCTIONS OR BREAKDOWNS IN THE EQUIPMENT, ANY ACCIDENT, CONDEMNATION, DAMAGE, DESTRUCTION, OR UNFORESEEN CIRCUMSTANCE, OR ANY TEMPORARY OR PERMANENT LOSS OF ITS USE.

8. DISCLAIMER OF WARRANTIES. THE SOLE WARRANTY FOR THE EQUIPMENT IS THE APPLICABLE PRODUCT WARRANTY (DEFINED BELOW). LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHATSOEVER, INCLUDING WITHOUT LIMITATION, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, NON-INFRINGEMENT, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW, OR THAT THE OPERATION OR USE OF THE EQUIPMENT WILL BE UNINTERRUPTED, SECURE OR FREE OF ERRORS, DEFECTS, VIRUSES, MALFUNCTIONS, AND LESSEE, AS OF THE DATE OF LESSEE'S ACCEPTANCE AS SET FORTH IN SECTION 4, ACCEPTS SUCH EQUIPMENT AS IS AND WITH ALL FAULTS. LESSEE ACKNOWLEDGES THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. Lessee acknowledges that the Equipment was manufactured and/or assembled, or in the case of software was developed and licensed, by the applicable Vendor and that any warranty rights with respect to such Equipment shall be provided by the applicable Vendor (the "Product Warranty"). Lessee agrees to settle any dispute it may have regarding performance of the Equipment directly with the applicable Vendor and not to make any claim against the Lease Payments due Lessor or any Assignee (as hereinafter defined). Lessee agrees to continue to pay Lessor, or such Assignee (as applicable), all Lease Payments and other payments without abatement or set off for any dispute with a Vendor regarding the Equipment. Nothing in this Master Lease or in any Lease shall relieve Apple Inc. of its obligations under the Product Warranty offered by Apple Inc. for applicable Apple-branded Equipment. Lessee acknowledges and agrees that the Product Warranty is a separate agreement between Lessee and the applicable Vendor and that such Product Warranty is not a part of this Master Lease or any Lease.

9. TITLE AND SECURITY INTEREST. Unless otherwise required by the laws of the state where Lessee is located, during each Lease Term, title to the Equipment shall be vested in Lessee, subject to the rights of Lessor under such Lease. In the event Lessor terminates a Lease pursuant to Section 17 of this Master Lease or an Event of Non-Appropriation occurs under a Lease, title to the related Equipment shall immediately vest in Lessor free and clear of any rights, title or interests of Lessee. Lessee, at its expense, shall protect and defend Lessee's title to the Equipment and Lessor's rights and interests therein and keep the Equipment free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons.

To secure the payment of all of Lessee's obligations under each Lease, Lessee hereby grants to Lessor a first priority purchase money security interest in the Equipment subject to each such Lease, anything attached or added to the Equipment by Lessee at any time, Lessee's rights under each agreement for the licensing of software to the extent that a security interest therein may be granted without violating the terms of such agreement, and on all proceeds, including proceeds from any insurance claims for loss or damage, from such Equipment. Lessee authorizes Lessor to file a financing statement perfecting Lessor's security interest under the laws of Lessee's state. Lessee agrees to promptly execute such additional documents, in a form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated. If applicable, as further security therefor, Lessee hereby grants to Lessor a first priority security interest in the cash and negotiable instruments from time to time comprising each Escrow Account and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party under the applicable Uniform Commercial Code.

10. USE, MAINTENANCE AND REPAIR. Upon installation, no item of Equipment will be moved from the location specified for it in the related Lease (the "Equipment Location") without Lessor's prior consent, which consent will not be unreasonably withheld, except that any items of Equipment that are intended by design to be a mobile piece of technology (i.e. laptop computers) may be moved within the continental U.S. without consent. Lessor shall have the right at all reasonable times during regular business hours, subject to compliance with Lessee's customary security procedures, to enter into and upon the property of Lessee for the purpose of inspecting the Equipment. In order to facilitate the use of the Equipment by students and/or Lessee's employees ("Authorized Users") while on premises other than those belonging to Lessee, Lessee acknowledges and agrees that: (a) Lessee shall use due care to ensure that the Equipment is not (i) used in violation of any applicable law, in a manner contrary to that contemplated by the related Lease, or for private business purposes, or (ii) used by anyone other than Authorized Users; and (b) Lessee (and not Authorized Users) shall be solely responsible for (i) maintaining insurance in accordance with the terms of the related Lease, (ii) payment of any applicable sales, property and other taxes on the Equipment, and (iii) return of the Equipment under a Lease to Lessor upon the occurrence of an Event of Default or Event of Non-appropriation thereunder. Lessee agrees that it will use the Equipment under each Lease in the manner for which it was intended, as required by all applicable manuals and instructions and as required to keep the Equipment eligible for any manufacturer's certification and/or standard, full service maintenance contract. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment under each Lease in good repair, condition and working order, ordinary wear and tear excepted. All replacement parts and repairs shall be governed by the terms of the related Lease. Lessee will not make any permanent alterations to the Equipment that will result in a decrease in the market value of the Equipment.

11. LIENS; TAXES. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT, OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED UNDER THIS MASTER LEASE AND THE RELATED LEASE. The parties to this Master Lease intend that the Equipment will be used for governmental or proprietary purposes of Lessee and that the Equipment will be exempt from all property taxes. Lessee shall timely pay all assessments, license and filing fees, taxes (including sales, use, excise, personal property, ad valorem, stamp, documentary and other taxes) and all other governmental charges, fees, fines or penalties whatsoever, whether payable by Lessor or Lessee, now or hereafter imposed by any governmental body or agency on or relating to the Equipment or the Lease Payments or the use, registration, rental, shipment, transportation, delivery, ownership or operation of the Equipment and on or relating to this Master Lease or any Lease; *provided, however,* that the foregoing shall not include any federal, state or local income or franchise taxes of Lessor.

12. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY, LESSOR SHALL NOT BE LIABLE FOR ANY DIRECT DAMAGES OF LESSEE RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY, with respect to each Lease, Lessee agrees that (a) Lessor shall have no liability, cost or expense with respect to transportation, installation, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment, and (b) Lessor shall have no responsibility in connection with the selection of the Equipment, the ordering of the Equipment, its suitability for the use intended by Lessee, Lessee's compliance or non-compliance with competitive pricing and/or bidding requirements, the acceptance by the Vendor of the order submitted, if applicable, or any delay or failure by the Vendor or its sales representative to, deliver, install, or maintain the Equipment for Lessee's use. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH OR ARISING OUT OF ANY LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF ANY ITEM OF EQUIPMENT PROVIDED FOR IN ANY LEASE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY AND REGARDLESS OF WHETHER LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE THAT THE PROVISIONS IN THIS MASTER LEASE FAIRLY ALLOCATE THE RISKS BETWEEN THE PARTIES WITHOUT WHICH THEY WOULD NOT HAVE ENTERED INTO THIS MASTER LEASE.

13. IDENTIFICATION. Lessor shall be entitled to insert missing or correct information on the related Lease, including, without limitation, Lessee's official name, serial numbers and any other information describing the Equipment under such Lease; provided that Lessor forwards copies of such changes to Lessee.

14. **LOSS OR DAMAGE.** Lessee shall be responsible for any loss, theft of and/or damage to the Equipment or any portion thereof from any cause whatsoever, regardless of the extent or lack of insurance coverage, from the time the Equipment is delivered to Lessee pursuant to the related Lease until the end of the Lease Term thereunder or until the Equipment is returned to Lessor pursuant to Section 19 of this Master Lease. If any item of the Equipment is lost, stolen or damaged, Lessee shall immediately provide written notice of such loss to Lessor and shall, within fifteen (15) days after such loss, at Lessee's option, either: (a) repair the damaged Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, (b) replace the damaged Equipment at Lessee's sole cost and expense with equipment having substantially similar manufacturer's specifications and of equal or greater value to the damaged Equipment immediately prior to such Equipment being damaged, such replacement equipment to be subject to Lessor's approval, whereupon such replacement equipment shall be substituted in the applicable Lease and the other related documents by appropriate endorsement or amendment; or (c) pursuant to Section 18(b), purchase Lessor's interest in the damaged Equipment on a pro rata basis (notwithstanding the limitation in Section 18(b) only to prepaying in whole) and continue the related Lease for the non-damaged Equipment for the balance of the applicable Lease Term. In such event, Lessor will provide Lessee with a revised amortization of Lease Payments for the non-damaged Equipment. Lessor will forward to Lessee any insurance proceeds which Lessor receives for damaged Equipment for Lessee's use in the repair or replacement of the damaged Equipment, unless there has been an Event of Default or an Event of Non-appropriation by Lessee, in which event Lessor will apply any insurance proceeds received to reduce Lessee's obligations under Section 17 of this Master Lease.

15. **INSURANCE.** In the event that Lessee is not self-insured (as hereafter provided), Lessee shall, at its expense, keep the Equipment fully insured against loss, fire, theft, damage or destruction from any cause whatsoever in an amount not less than the greater of (a) the total Lease Payments for the Lease Term under the related Lease or (b) the full replacement cost of the Equipment without consideration for depreciation. Upon Lessor's request, Lessee shall also provide such additional insurance against injury, loss or damage to persons or property arising out of the use or operation of the Equipment as is customarily maintained by owners of property similar to the Equipment. With Lessor's prior written consent, Lessee may self-insure against such risks. The policy shall state that Lessor shall be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. All such insurance shall be in form, issued by such insurance companies and be in such amounts as shall be satisfactory to Lessor, and shall provide that losses, if any, shall be payable to Lessor as "loss payee," and all such liability insurance shall include Lessor as an "additional insured." Upon Lessor's request, Lessee shall provide Lessor with a certificate or other evidence of insurance acceptable to Lessor evidencing the insurance coverage required under the related Lease. In the event Lessee fails to provide such evidence within 10 days of Lessor's request, or upon Lessor's receipt of a notice of policy cancellation, Lessor may (but shall not be obligated to) obtain insurance covering Lessor's interest in the Equipment at Lessee's sole expense. Lessee will pay all insurance premiums and related charges.

16. **DEFAULT.** Lessee will be in default under a Lease upon the occurrence of any of the following (each, an "Event of Default"): (a) Lessee fails to pay any Lease Payment or other payment due in full under such Lease within 10 calendar days after its due date; (b) Lessee fails to perform or observe any other promise or obligation in this Master Lease and/or any Lease and does not correct the default within 30 days after written notice of default by Lessor; (c) any representation, warranty or statement made by Lessee in this Master Lease or any Lease shall prove to have been false or misleading in any material respect when made; (d) Lessee fails to obtain and maintain insurance as required by Section 15, or any insurance carrier cancels any insurance on the Equipment; (e) the Equipment or any portion thereof is misused, used in a manner not authorized by the applicable end user license agreement (if any) accompanying such Equipment, or used in violation of the terms of the related Lease; (f) the Equipment or any part thereof is lost, destroyed, or damaged beyond repair and remains uncured in accordance with Section 14; (g) a petition is filed by or against Lessee under any bankruptcy or insolvency laws; or (h) an Event of Default occurs under any other Lease or prior financing with Lessor or assigns or their respective affiliates, but any such Assignee may only exercise remedies with respect to other Leases for which it is the Assignee.

17. **REMEDIES.** Upon the occurrence of an Event of Default under a Lease, Lessor may, in its sole discretion, do any or all of the following (without penalty, liability or obligation on Lessor's part and without limiting any other rights or remedies available to Lessor): (a) provide written notice to Lessee of the Event of Default; (b) as liquidated damages for loss of a bargain, and not as a penalty, declare due and payable any and all amounts which may then be due and payable under the Lease, plus all Lease Payments remaining through the end of the then current fiscal period; (c) with or without terminating the Lease Term under such Lease, (i) enter the premises where the Equipment is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor in accordance with the requirements in Section 19, and (ii) at Lessee's expense, sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable for the difference between the Lease Payment payable by Lessee pursuant to the terms of such Lease to the end of the current fiscal period and the net proceeds of any such sale, lease or sublease. Lessor may require Lessee to remove all proprietary data from the Equipment, holding Lessor and its assigns harmless if Lessee fails to do so. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. The exercise of any of such remedies shall not relieve Lessee of any other liabilities under any other Lease. Without limiting the foregoing, Lessor may take whatever action, either at law or in equity, may appear necessary or desirable to enforce its rights under any Lease, or as a secured party in any or all of the Equipment. No remedy of Lessor is intended to be exclusive and every such remedy, now or hereafter existing, at law or in equity, shall be cumulative and shall be in addition to every other remedy given under a Lease. In the event that Lessor sells or otherwise liquidates the Equipment following an Event of Default or an Event of Non-appropriation as herein provided and realizes net proceeds (after payment of costs) in excess of total Lease Payments under the related Lease that would have been paid during the related scheduled Lease Term plus any other amounts then due under the related Lease or Leases, Lessor shall immediately pay the amount of any such excess to Lessee.

18. **PURCHASE OPTION.** At the option of Lessee, and provided that no Event of Default or Event of Non-appropriation has occurred and/or is continuing under any Lease, Lessor's interest in all, but not less than all, of the Equipment subject to a Lease will be transferred, conveyed and assigned to Lessee, free and clear of any right or interest of Lessor, and such Lease shall terminate: (a) upon payment in full of all Lease Payments under such Lease and all other amounts then due thereunder or (b) on any Lease Payment due date under such Lease, provided that Lessee shall have delivered written notice at least 30 days prior to such date of Lessee's intention to purchase the Equipment subject to such Lease pursuant to this provision, by paying to Lessor, in addition to the Lease Payment due on such date, an amount equal to the purchase price (the "Purchase Price") shown for such Lease Payment due date in the payment schedule included in the applicable Lease. Lessee hereby acknowledges that the Purchase Price under a Lease includes a prepayment premium.

19. **RETURN OF EQUIPMENT.** In the case of an Event of Default under a Lease or an Event of Non-appropriation by Lessee with respect to a Lease in accordance with Section 6, Lessee will, at Lessee's sole cost and expense, immediately return the Equipment (including all copies of any software free of any proprietary data), manuals, and accessories to any location and aboard any carrier Lessor may designate in the continental United States. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, and maintained in accordance with the terms of the related Lease. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Lease Payments until the Equipment is accepted by Lessor, which acceptance shall be deemed to occur fifteen (15) days after delivery unless Lessor rejects the Equipment for good cause within such fifteen (15) day period. Notwithstanding anything in this Section 19 to the contrary, any amounts to be paid by Lessee as provided in this Section 19 shall be payable solely from funds legally available for the purpose.

20. **LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents, covenants and warrants for the benefit of Lessor that as of the date hereof and as of Commencement Date for each Lease, and throughout each Lease Term: (a) Lessee is a state or political subdivision thereof within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) Lessee is duly organized and existing under the Constitution and laws of the state in which Lessee is located; (c) Lessee is authorized to enter into and carry out its obligations under this Master Lease and each Lease and every other document required to be delivered in connection with this Master Lease and a Lease; (d) this Master Lease and each Lease have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, codes, ordinances, regulations, and policies; (e) any person signing the Master Lease and each Lease has the authority to do so, is acting with the full express authorization of Lessee's governing body, and holds the office indicated below his or her signature, which is genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take such action, in accordance with Section 6, to include in its annual budget request, for submission to Lessee's governing body, any funds required to fulfill Lessee's obligations for each succeeding fiscal period during the applicable Lease Term; (h) Lessee has complied fully with all applicable laws, codes, ordinances, regulations, and policies, governing open meetings, competitive pricing and/or public bidding and appropriations required in connection with each Lease, the selection and acquisition of the Equipment and the selection of Vendor; (i) all payments due and to become due during Lessee's current fiscal period under a Lease are within the fiscal budget of such fiscal period, and are or will be included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the Equipment under the related Lease; (j) Lessee shall not do or cause to be done any act which shall cause, or by omission of any act allow, the interest portion of any Lease Payment to become includible in Lessor's gross income for Federal income taxation purposes under the Code; (k) Lessee shall comply with the information reporting requirements of Section 149(e) of the Code with respect to each Lease (such compliance shall include, but not be limited to, the execution of Form 8038-G or 8038-GC information reporting returns as appropriate); (l) all financial information provided by Lessee is true and accurate and fairly represents Lessee's financial condition; (m) Lessee has not for at least its most recent ten fiscal periods failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement; (n) there is no litigation, pending or threatened that would materially adversely affect the transactions contemplated by this Master Lease, any Lease or the financial condition of Lessee; and (o) any and all Equipment that Lessee leases, purchases and/or acquires pursuant to this Master Lease and any Lease hereunder is for Lessee's internal purposes only and Lessee is not and will not lease, purchase or acquire the Equipment for resale.

21. **ASSIGNMENT.** Lessor may, upon notice to Lessee but without Lessee's consent, sell, assign, or transfer from time to time Lessor's rights, title, and interest under this Master Lease and/or any Lease or Leases or interest therein, including the right to receive Lease Payments under a Lease and Lessor's security interest in the Equipment under a Lease and any related Escrow Agreement to one or more assignees or subassignees (each, an "Assignee"). Lessee agrees that, upon such assignment, the Assignee will have the same rights and benefits of Lessor under the terms of the related Lease. Lessee agrees that the rights of Assignee will not be subject to any claims, defenses, or set-offs that Lessee may have against any Vendor. Upon notice to Lessee of such assignment, Lessee agrees to respond to any requests about the related Lease and, if directed by Lessor, to pay Assignee all Lease Payments and other amounts due under such Lease. Lessee hereby appoints Lessor as its agent to maintain a record of all assignments of each Lease in a form sufficient to comply with the registration requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time, and Lessor agrees to maintain such registration record.

22. **ADDITIONAL PAYMENTS**. Lessor may, but is not obligated to, take on Lessee's behalf any action which Lessee fails to take as required by any Lease, and Lessee shall pay any expenses incurred by Lessor in taking such action, which will be in addition to the Lease Payments as set forth in the related Lease.

23. **RELEASE AND INDEMNIFICATION.** To the extent permitted by applicable state law and subject to Section 6, Lessee shall indemnify, release, protect, hold harmless, save and defend Lessor from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of the cause thereof, and all costs and expenses in connection therewith (including, without limitation, attorneys' fees) arising out of or resulting from (a) entering into this Master Lease and/or any Lease; (b) the ownership of any item of Equipment; (c) the ordering, acquisition, use, installation, deployment, testing, operation, condition, purchase, delivery, rejection, storage or return of any item of Equipment; (d) any damage to property or personal injury or death of any person in connection with the operation, use, installation, deployment, testing, condition, possession, storage or return of any item of Equipment, or in connection with or resulting from Lessee's acts, omissions, negligence, misconduct or breach of any provision of this Master Lease or any Lease(s) hereunder; and/or (e) the breach of any covenant or any material representation of Lessee contained in this Master Lease or any Lease. The indemnification obligations set forth herein shall continue in full force and effect notwithstanding the payment in full of all obligations under any Lease or the termination of the Lease Term under any Lease for any reason.

24. **MISCELLANEOUS.** Each Lease, together with this Master Lease, contains the entire agreement of the parties regarding the subject matter hereof which is limited to lease financing. TIME IS OF THE ESSENCE IN EACH LEASE. If a court of competent jurisdiction finds any provision of any Lease to be unenforceable, the remaining terms of such Lease shall remain in full force and effect. Each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; provided, however, that only counterpart one of each Lease (including the terms and conditions of this Master Lease incorporated therein by reference) shall constitute the original for such Lease for purposes of the sale or transfer of such Lease as chattel paper. References herein to "Lessor" shall be deemed to include each of its Assignees from and after the effective date of each assignment; references herein to "Lessor" shall not refer to Apple Inc. in its capacity as a Vendor or in any capacity other than as a lessor hereunder. The captions or heading in this Master Lease and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions. This Master Lease and each Lease will be governed by the laws of the state where Lessee is located without regard to the conflict of law principles thereof. Lessor and Lessee both intend to comply with all applicable laws. If it is determined that Lessee's payments under the Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal, and interest will be charged at the highest rate allowed by law.

25. **NOTICES.** All written notices under any Lease must be sent by certified mail or recognized overnight delivery service, postage prepaid, to the addresses as stated on each Lease, or by facsimile transmission, with written confirmation of receipt.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS MASTER LEASE AND EACH LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS MASTER LEASE OR A LEASE MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS MASTER LEASE OR A LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN THE PARTIES. EXCEPT FOR AN EVENT OF NON-APPROPRIATION, EACH LEASE IS NOT CANCELABLE BY LESSEE.

LESSOR: APPLE INC.

BY: X _____

NAME: X _____

TITLE: X _____

LESSEE: LOS BANOS UNIFIED SCHOOL DISTRICT
1717 S. 11th St.
Los Banos CA 93635

BY: X _____

NAME: X Steve M. Thejeu

TITLE: X Superintendent

FED TAX ID#: X 52-2018057

EXHIBIT A

SCHEDULE NO. PUB15482 **DATED** February 10, 2016 **TO MASTER LEASE PURCHASE AGREEMENT DATED** February 10, 2016

This Schedule No. PUB15482 ("Schedule") is entered into pursuant to that Master Lease Purchase Agreement dated February 10, 2016 ("Master Lease"), and is effective as of February 10, 2016. All of the terms and conditions of the Master Lease, including Lessee's representations and warranties, are incorporated herein by reference. Unless otherwise indicated, all capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Master Lease.

To the extent that less than all of the Equipment subject to this Schedule has been installed and accepted by Lessee on or prior to the date hereof, Lessee hereby acknowledges that a portion of the Equipment has not been delivered, installed and accepted by Lessee for purposes of this Lease. In consideration of the foregoing, Lessee hereby acknowledges and agrees that its obligation to make Lease Payments as set forth in this Schedule is absolute and unconditional as of the date hereof and on each date and in the amounts as set forth in the Lease Payment Schedule, subject to the terms and conditions of the Lease.

Lessee expressly represents that at least ninety-five percent (95%) of the financing cost set forth in this Schedule is being used to acquire Equipment that will be capitalizable for federal income tax purposes

EQUIPMENT INFORMATION

QTY	EQUIPMENT DESCRIPTION
	Computer Hardware--See attached Exhibit 1.

LEASE PAYMENT SCHEDULE

Pmt #	Payment Date	Payment Amount	Interest	Principal	Purchase Price after scheduled payment(s)	Outstanding Balance
Commencement:	03/10/2016					$398,976.00
1	03/10/2016	$134,713.40	$0.00	$134,713.40	$270,869.16	$264,262.60
2	03/10/2017	$134,713.40	$3,435.41	$131,277.99	$136,309.22	$132,984.61
3	03/10/2018	$134,713.40	$1,728.79	$132,984.61	$0.00	$0.00
Totals		$404,140.20	$5,164.20	$398,976.00		
Promotional Interest Rate	1.3%					

LESSEE ACKNOWLEDGES THAT THE AMOUNT FINANCED BY LESSOR IS $394,590.50 AND THAT SUCH AMOUNT, NET OF ANY ADVANCE PAYMENTS, IS THE ISSUE PRICE FOR FEDERAL INCOME TAX PURPOSES. THE YIELD FOR THIS SCHEDULE FOR FEDERAL INCOME TAX PURPOSES IS 2.44%. SUCH ISSUE PRICE AND YIELD WILL BE STATED IN THE APPLICABLE IRS FORM 8038-G OR 8038-GC, AS APPLICABLE.

IMPORTANT: Read before signing. The terms of the Master Lease should be read carefully because only those terms in writing are enforceable. Terms or oral promises which are not contained in this written agreement may not be legally enforced. The terms of the Master Lease or Lease may only be changed by another written agreement between Lessor and Lessee. Lessee agrees to comply with the terms and conditions of the Master Lease and this Lease.

Commencement Date: March 10, 2016

LESSOR:	**APPLE INC.**	LESSEE:	LOS BANOS UNIFIED SCHOOL DISTRICT
SIGNATURE:	X _____	SIGNATURE:	X _____
NAME / TITLE:	X _____	NAME / TITLE:	X Scott M. Tietzel / Superintendent
DATE	X _____	DATE:	X 02.18.16

EXHIBIT 1 – EQUIPMENT INFORMATION to Schedule No. PUB15482
under Master Lease Purchase Agreement dated February 10, 2016

BNDL IPAD AIR 64GB SP GY 10PK USA 80

IPAD AIR 2 WI-FI 64GB SPACE GRAY-USA
Part Number: MGKN2LL/A
Quantity: 800

The above Equipment includes all attachments and accessories attached thereto and made a part thereof.

ACCEPTANCE OF LEASE PAYMENT OBLIGATION

Re: Master Lease Schedule of Equipment No. PUB15482 to that certain Master Lease Purchase Agreement dated as of February 10, 2016 between Apple Inc., as Lessor, and LOS BANOS UNIFIED SCHOOL DISTRICT , as Lessee.

In accordance with the Master Lease Purchase Agreement (the "Agreement"), the undersigned hereby acknowledges and represents that:

All or a portion of the Equipment (as such term is defined in the Agreement) listed in the above-referenced Master Lease Schedule of Equipment No. PUB15482 (the "Schedule") has not been delivered, installed, or available for use and has not been placed in service as of the date hereof;

Lessee acknowledges that Lessor has agreed to set aside funds in an amount sufficient to provide financing (to the extent requested by Lessee and agreed to by Lessor) for the Equipment listed in the Schedule (the "Financed Amount");

The Financed Amount is set forth as the "Principal Component" of Lease Payments in the Lease Payment Schedule attached to the Schedule as Exhibit A ("Exhibit A"); and

Lessee agrees to execute a Payment Request Form, attached to the Agreement as Exhibit B, authorizing payment of the Financed Amount, or a portion thereof, for each disbursement of funds.

NOTWITHSTANDING that all or a portion of the Equipment has not been delivered to, or accepted by, Lessee on the date hereof, Lessee warrants that:

(a) Lessee's obligation to commence Lease Payments as set forth in Exhibit A is absolute and unconditional as of the Commencement Date of the Schedule and on each date set forth in Exhibit A thereafter, subject to the terms and conditions of the Agreement;

(b) Immediately upon delivery and acceptance of all the Equipment, Lessee will notify Lessor of Lessee's final acceptance of the Equipment by delivering to Lessor a "Final Acceptance Certificate" in the form set forth as Exhibit B to the Agreement;

(c) In the event that any surplus amount remains from the funds set aside or an event of nonappropriation under the Agreement occurs, any amount then remaining shall be applied or distributed in accordance with Lessor's standard servicing procedures, which includes, but is not limited to, application of the remaining amount to the next Lease Payment and other amounts due; and

(d) Regardless of whether Lessee delivers a Final Acceptance Certificate, Lessee shall be obligated to pay all Lease Payments (including principal and interest) as they become due as set forth in Exhibit A.

AGREED TO on X 02.18.16

LOS BANOS UNIFIED SCHOOL DISTRICT

By X _____

Name X Steve M. Tietjen

Title X Superintendent

EXHIBIT C

INCUMBENCY CERTIFICATE

SCHEDULE NO. PUB15482 **TO MASTER LEASE PURCHASE AGREEMENT DATED** February 10, 2016

Being a knowledgeable and authorized agent of the Lessee, I hereby certify to Lessor that the person(s) who executed the Master Lease and this Schedule are legally authorized to do so on behalf of the Lessee and that the signatures that appear on the Master Lease and Schedule are genuine.

LESSEE: LOS BANOS UNIFIED SCHOOL DISTRICT

Signature: X _____

Printed Name/Title: X Steve M. Tietjen / Superintendent

Date: X 02.18.16

(THE INCUMBENCY IS TO BE EXECUTED BY A PERSON OTHER THAN THE SIGNER OF THIS SCHEDULE AND RELATED DOCUMENTS. THIS MAY BE A BOARD CLERK/SECRETARY, BOARD MEMBER OR SUPERINTENDENT.)

EXHIBIT E

LEASE PAYMENT INSTRUCTIONS

Pursuant to the Master Lease Purchase Agreement dated February 10, 2015 (the "Master Lease"), Schedule No. PUB15482, between Apple Inc. (the "Lessor") and LOS BANOS UNIFIED SCHOOL DISTRICT (the "Lessee"), Lessee hereby acknowledges the obligations to make Lease Payments promptly when due in accordance with the Lease.

LESSEE NAME: LOS BANOS UNIFIED SCHOOL DISTRICT

TAX ID#: 52-2018057

INVOICE MAILING ADDRESS: 1717 S. 11th ST, LOS BANOS, CA 93635-4800

Mail invoices to the attention of: ACCOUNTS PAYABLE

Phone (209) 826-3801

Fax (___)_____

Email: _____

Approval of Invoices required by: DON LAURSEN

Phone (209) 826-3801 X7022

Fax (209) 826-6510

Email: DLaursen@losbanosusd.k12.ca.us

Accounts Payable Contact: UNKNOWN

Phone (___)_____

Fax (___)_____

Email: _____

Processing time for Invoices: VARIES Approval: 2 DAYS Checks: 1 week

Do you have a Purchase Order Number that you would like included on the invoice? No X Yes____PO#____

Do your Purchase order numbers change annually? No___Yes X Processing time for new purchase orders: QUICK

LESSEE: LOS BANOS UNIFIED SCHOOL DISTRICT

SIGNATURE: _____

NAME / TITLE: Steve M. Tietjen / Superintendent

DATE: 02.18.16

EXHIBIT F

INSURANCE COVERAGE REQUIREMENTS

LOS BANOS UNIFIED SCHOOL DISTRICT

1) Insurance Agency - Name of Agency, Phone Number, Fax Number, and Contact Name

Tucker-Alexander Insurance
2133 High St., Suite E
Selma, CA 93662
Donna Murry (559) 819-1024

2) Property Damage & Loss Coverage -

a) "All Risk" Physical Damage & Loss Insurance

b) Include: Policy Number, Effective Date, Expiration Date, and Equipment Location*

c) **APPLE INC. and its Assigns** named "Loss Payee"

d) Endorsement giving 30 days written notice of any changes or cancellation.

LIMITS: The full replacement value of the equipment.

3) General Liability Coverage -

a) Liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor

b) Include: Policy Number, Effective Date, Expiration Date and Equipment Location*

c) **APPLE INC. and its Assigns** named "Additional Insured"

d) Endorsement giving 30 days written notice of any changes or cancellation.

4) The Certificate Holder should be named as follows:

APPLE INC. and its Assigns
1111 Old Eagle School Road
Wayne, PA 19087

***If the equipment is located in several different places, please have the insurance company add one of the following statements to the certificate:**

1- a general statement on the certificate which would acknowledge that the equipment is covered no matter where it may be located.

2- a statement about the equipment being located throughout your organization's facilities.

FOR SELF INSURANCE:

A letter needs to be prepared on Lessee's Letterhead and addressed to **APPLE INC. and its Assigns**, and signed by an authorized official of the Lessee. The letter must refer to the Master Lease, and include information regarding the statute authorizing this form of insurance (with a copy of the statute attached to the letter).

Financial Services
Education Finance

INVOICE#	ADV021016
REFERENCE #	PUB15482
CUSTOMER #	
DUE DATE:	3/10/16
TOTAL DUE	$134,713.40

❑ Check here if your billing or Equipment Location has changed or is incorrect.
Please note changes on the reverse side.
Payments sent without a copy of this invoice may be subject to a delay in processing.

- Please do not send correspondence to this address.
- Make check payable to :

Apple Inc. c/o Apple Financial Services
REF # PUB15482
1111 OLD EAGLE SCHOOL RD.
WAYNE, PA 19087

LEASE PAYMENT INVOICE

Remit Lease Payment to:
Apple Inc.
1111 Old Eagle School Rd.
Wayne, PA 19087
Attn: Robin Ficca

Future Remittance:
Apple Inc. c/o Apple Financial Services
PO Box 41602
Philadelphia, PA 19182-2276

	INVOICE #	REFERENCE #	CUSTOMER
	ADV021016	PUB15482	
P.O. NUMBER		EQUIPMENT DESCRIPTION	
		SEE BELOW	
EQUIPMENT LOCATION			
LOS BANOS UNIFIED SCHOOL DISTRICT 1717 S. 11th St. Las Banos CA 93635			

EQUIPMENT DESCRIPTION	DUE DATE	PAYMENT AMOUNT
Apple Computer Equipment	3/10/16	$134,713.40
TOTAL DUE		$134,713.40

FOR PROPER CREDIT, PLEASE SUBMIT A COPY OF THIS INVOICE WITH PAYMENT

READY FOR PAYMENT
SIGNATURE
DATE 02.18.16

ESSENTIAL USE CERTIFICATE

1. Has any of the equipment to be leased been delivered? ( ) YES (X) NO
   Is the equipment to be leased replacing any existing equipment? ( ) YES (X) NO
   If YES, how long has the existing equipment been in use?
   ( ) 1-3 years ( ) 4-5 years ( ) 6-7 years ( ) 7+ years

   Why is the existing equipment being replaced? _____

   What will be done with the replaced equipment?

2. What grade levels, locations and departments will utilize the equipment to be leased?

( ) K-4	( ) University	(X) Social Sciences
( ) 5-6	(X) Math	(X) Computer Lab
(X) 7-8	(X) Science	(X) Classroom: _____
( ) 9-12	(X) Language Arts	(X) Other: ADMIN OFC

   Who will be the principal users of the equipment? *(Total of all users below equal 100%.)*

(X) Students: 98 %	( ) Classified Faculty: _____%	( ) Other: _____%
( ) Certified Faculty: _____%	(X) Administrative: 2%	( ) Other: _____%

   What applications will the equipment be used for and what benefits will the equipment provide? *(Please be detailed.)* EDUCATIONAL SOFTWARE

   (Use additional pages if necessary.)

3. What is/are the sources of funding for repayment of the lease?
   (X) General Fund ( ) Other
   Fund: _____
   (X) Grant Revenue (detail type of grant): FEDERAL TITLE PROGRAMS
   Other: _____

   Are the funds for the payment(s) due in the first fiscal year of the lease appropriated and encumbered in the District's approved budget? ( ) YES (X) NO
   If NO, why are the funds not appropriated and encumbered in an approved budget?
   NOT YET EXECUTED, BUT WILL BE

4. Has the District's governing Board approved entering into the lease? ( ) YES (X) NO
   If YES, please provide a copy of Board Minutes or Resolution.
   If NO, why is a Board approval not required, or when will the Board approve entering into the lease? 3/10/2016

5. Has the School District ever non-appropriated funds? ( ) YES (X) NO
   If YES, please provide details regarding any non-appropriation: _____

Completed By: DON LAURSEN Completed By: _____

Title: DIR, FISCAL SVCS Title: _____

Date: 2/19/2016 Date: _____

IRS FORM 8038-G QUESTIONNAIRE

NAME OF LESSEE: LOS BANOS UNIFIED SCHOOL DISTRICT

ADDRESS OF LESSEE: 1717 S. 11TH ST.

LAS BANOS CA 93635

Written Tax Compliance Procedures

The IRS Form 8038-G asks specific questions about whether written procedures exist with regard to compliance with the federal tax code for tax-exempt obligations. Please answer the following questions to help us complete the form correctly prior to your signature. Please note that your answers to these questions will not impact the terms or conditions of the subject transaction:

1. Has the Lessee established written procedures to monitor compliance with federal tax restrictions for the term of the lease? The written procedures should identify a particular individual within Lessee's organization to monitor compliance with the federal tax requirements related to use of the financed assets and describe actions to be taken in the event failure to comply with federal tax restrictions is contemplated or discovered.

YES _____ **NO** X **If Yes, please attach/provide a copy.**

Answer the following question *only if* proceeds of the current financing will be funded to an ESCROW Account.

The IRS Form 8038-G asks specific questions about written procedures to monitor the yield on the investment of gross proceeds of tax-exempt obligations and, as necessary, make payments of arbitrage rebate earned to the United States.

2. Has the Lessee established written procedures to monitor the yield on the investment of proceeds of the Lease on deposit in an escrow account or similar fund prior to being spent and to ensure that any positive arbitrage rebate earned is paid to the United States?

YES _____ **NO** _____ **If Yes, please attach/provide a copy.**

If you have further questions, please consult your regular bond or legal counsel.

The following 8038 G or GC Form is a SAMPLE only.

The actual 8038G or GC will be completed and sent to you for your signature after closing, with instructions to return the original to us at your earliest convenience.

This is being done in this manner to comply with Internal Revenue Service regulations.

Thank you.

Instructions for Form 8038-G

(Rev. September 2011)

Information Return for Tax-Exempt Governmental Obligations

Department of the Treasury
Internal Revenue Service

Section references are to the Internal Revenue Code unless otherwise noted.

General Instructions

Purpose of Form

Form 8038-G is used by issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

IF the issue price (line 21, column (b)) is...	THEN, for tax-exempt governmental obligations issued after December 31, 1986, issuers must file...
$100,000 or more	A **separate** Form 8038-G for **each** issue
Less than $100,000	Form 8038-GC, Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales

CAUTION *For all build America bonds and recovery zone economic development bonds use Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds. For tax credit bonds and specified tax credit bonds use Form 8038-TC, Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.*

When To File

File Form 8038-G on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the bond is issued. Form 8038-G may not be filed before the issue date and must be completed based on the facts as of the issue date.

Late filing. An issuer may be granted an extension of time to file Form 8038-G under Section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file timely is not due to willful neglect. Type or print at the top of the form "Request for Relief under section 3 of Rev. Proc. 2002-48" and attach a letter explaining why Form 8038-G was not submitted to the IRS on time. Also indicate whether the bond issue in question is under examination by the IRS. Do not submit copies of the trust indenture or other bond documents. See *Where To File* next.

Where To File

File Form 8038-G, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate.

For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For build America bonds (Direct Pay), build America bonds (Tax Credit), and recovery zone economic development bonds, complete Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds.

For qualified forestry conservation bonds, new clean renewable energy bonds, qualified energy conservation bonds, qualified zone academy bonds, qualified school construction bonds, clean renewable energy bonds, Midwestern tax credit bonds, and all other qualified tax credit bonds (except build America bonds), file Form 8038-TC, Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.

Rounding to Whole Dollars

You may show amounts on this return as whole dollars. To do so, drop amounts less than 50 cents and increase amounts from 50 cents through 99 cents to the next higher dollar.

Questions on Filing Form 8038-G

For specific questions on how to file Form 8038-G send an email to the IRS at ***TaxExemptBondQuestions@irs.gov*** and put "Form 8038-G Question" in the subject line. In the email include a description of your question, a return email address, the name of a contact person, and a telephone number.

Definitions

Tax-exempt obligation. This is any obligation, including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, **and**
- More than 10% of the payment of principal or interest of the issue is **either (a)** secured by an interest in property to be used for a private business use (or payments for such property) **or (b)** to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which **(a)** are to be used directly or indirectly to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and **(b)** exceeds the lesser of 5% of the proceeds **or** $5 million.

Issue price. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the first price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Issue. Generally, obligations are treated as part of the same issue if they are issued by the same issuer, on the same date, and in a single transaction, or a series of related transactions. However, obligations issued during the same calendar year **(a)** under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or **(b)** with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meet the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds are to be used for construction expenditures with respect to property to be owned by a governmental unit or a section 501(c)(3) organization, **and**

2. All the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a section 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1½% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new or corrected information. Attach an explanation of the reason for the amended return and write across the top, "Amended Return Explanation." Failure to attach an explanation may result in a delay in processing the form.

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. For a lease or installment sale, the issuer is the lessee or the purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Line 3a. If the issuer wishes to authorize a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) to communicate with the IRS and whom the IRS may contact about this return (including in writing or by telephone), enter the name of such person here. The person listed in line 3a must be an individual. Do not enter the name and title of an officer or other employee of the issuer here (use line 10a for that purpose).

Note. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual entered on line 3a and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Lines 4 and 6. If you listed an individual on line 3a to communicate with the IRS and whom the IRS may contact about this return, enter the number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code of that person. Otherwise, enter the issuer's number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code.

Note. The address entered on lines 4 and 6 is the address the IRS will use for all written communications regarding the processing of this return, including any notices.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Line 7. The date of issue is generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds. For a lease or installment sale, enter the date interest starts to accrue in a MM/DD/YYYY format.

Line 8. If there is no name of the issue, please provide other identification of the issue.

Line 9. Enter the CUSIP (Committee on Uniform Securities Identification Procedures) number of the bond with the latest maturity. If the issue does not have a CUSIP number, write "None."

Line 10a. Enter the name and title of the officer or other employee of the issuer whom the IRS may call for more information. If the issuer wishes to designate a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information about the return, enter the name, title, and telephone number of such person on lines 3a and 3b.

CAUTION *Complete lines 10a and 10b even if you complete lines 3a and 3b.*

Part II—Type of Issue

CAUTION *Elections referred to in Part II are made on the original bond documents, not on this form.*

Identify the type of obligations issued by entering the corresponding issue price (see *Issue price* under *Definitions* earlier). Attach a schedule listing names and EINs of organizations that are to use proceeds of these obligations, if different from those of the issuer, include a brief summary of the use and indicate whether or not such user is a governmental or nongovernmental entity.

Line 18. Enter a description of the issue in the space provided.

Line 19. If the obligations are short-term tax anticipation notes or warrants (TANs) or short-term revenue anticipation notes or warrants (RANs), check box 19a. If the obligations are short-term bond anticipation notes (BANs), issued with the expectation that they will be refunded with the proceeds of long-term bonds at some future date, check box 19b. Do not check both boxes.

Line 20. Check this box if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also check this box if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal. **Do not** check this box if the proceeds of the obligation are received in the form of cash, even if the term "lease" is used in the title of the issue.

Part III—Description of Obligations

Line 21. For column (a), the final maturity date is the last date the issuer must redeem the entire issue.

For column (b), see *Issue price* under *Definitions* earlier.

For column (c), the stated redemption price at maturity of the entire issue is the sum of the stated redemption prices at maturity of each bond issued as part of the issue. For a lease or installment sale, write "N/A" in column (c).

For column (d), the weighted average maturity is the sum of the products of the issue price of each maturity and the number of years to maturity (determined separately for each maturity and by taking into account mandatory redemptions), divided by the issue price of the entire issue (from line 21, column (b)). For a lease or installment sale, enter instead the total number of years the lease or installment sale will be outstanding.

For column (e), the yield, as defined in section 148(h), is the discount rate that, when used to compute the present value of all payments of principal and interest to be paid on the obligation, produces an amount equal to the purchase price, including accrued interest. See Regulations section 1.148-4 for specific rules to compute the yield on an issue. If the issue is a variable rate issue, write "VR" as the yield of the issue. For other than variable rate issues, carry the yield out to four decimal places (for example, 5.3125%). If the issue is a lease or installment sale, enter the effective rate of interest being paid.

Part IV—Uses of Proceeds of Bond Issue

For a lease or installment sale, write "N/A" in the space to the right of the title for Part IV.

Line 22. Enter the amount of proceeds that will be used to pay interest from the date the bonds are dated to the date of issue.

Line 24. Enter the amount of the proceeds that will be used to pay bond issuance costs, including fees for trustees and bond counsel. If no bond proceeds will be used to pay bond issuance costs, enter zero. Do not leave this line blank.

Line 25. Enter the amount of the proceeds that will be used to pay fees for credit enhancement that are taken into account in determining the yield on the issue for purposes of section 148(h) (for example, bond insurance premiums and certain fees for letters of credit).

Line 26. Enter the amount of proceeds that will be allocated to such a fund.

Line 27. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds within 90 days of the date of issue.

Line 28. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds after 90 days of the date of issue, including proceeds that will be used to fund an escrow account for this purpose.

Part V—Description of Refunded Bonds

Complete this part only if the bonds are to be used to refund a prior issue of tax-exempt bonds. For a lease or installment sale, write "N/A" in the space to the right of the title for Part V.

Lines 31 and 32. The remaining weighted average maturity is determined without regard to the refunding. The weighted average maturity is determined in the same manner as on line 21, column (d).

Line 34. If more than a single issue of bonds will be refunded, enter the date of issue of each issue. Enter the date in an MM/DD/YYYY format.

Part VI—Miscellaneous

Line 35. An allocation of volume cap is required if the nonqualified amount for the issue is more than $15 million but is not more than the amount that would cause the issue to be private activity bonds.

Line 36. If any portion of the gross proceeds of the issue is or will be invested in a guaranteed investment contract (GIC), as defined in Regulations section 1.148-1(b), enter the amount of the gross proceeds so invested, as well as the final maturity date of the GIC and the name of the provider of such contract.

Line 37. Enter the amount of the proceeds of this issue used to make a loan to another governmental unit, the interest of which is tax-exempt.

Line 38. If the issue is a loan of proceeds from another tax-exempt issue, check the box and enter the date of issue, EIN, and name of issuer of the master pool obligation.

Line 40. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of arbitrage rebate with this form. See Rev. Proc. 92-22, 1992-1 C.B. 736 for rules regarding the "election document."

Line 41a. Check this box if the issuer has identified a hedge on its books and records according to Regulations sections 1.148-4(h)(2)(viii) and 1.148-4(h)(5) that permit an issuer of tax-exempt bonds to identify a hedge for it to be included in yield calculations for computing arbitrage.

Line 42. In determining if the issuer has super-integrated a hedge, apply the rules of Regulations section 1.148-4(h)(4). If the hedge is super-integrated, check the box.

Line 43. If the issuer takes a "deliberate action" after the issue date that causes the conditions of the private business tests or the private loan financing test to be met, then such issue is also an issue of private activity bonds. Regulations section 1.141-2(d)(3) defines a deliberate action as any action taken by the issuer that is within its control regardless of whether there is intent to violate such tests. Regulations section 1.141-12 explains the conditions to taking remedial action that prevent an action that causes an issue to meet the private business tests or private loan financing test from being treated as a deliberate action. Check the box if the issuer has established written procedures to ensure timely remedial action for all nonqualified bonds according to Regulations section 1.141-12 or other remedial actions authorized by the Commissioner under Regulations section 1.141-12(h).

Line 44. Check the box if the issuer has established written procedures to monitor compliance with the arbitrage, yield restriction, and rebate requirements of section 148.

Line 45a. Check the box if some part of the proceeds was used to reimburse expenditures. Figure and then enter the amount of proceeds that are used to reimburse the issuer for amounts paid for a qualified purpose prior to the issuance of the bonds. See Regulations section 1.150-2.

Line 45b. An issuer must adopt an official intent to reimburse itself for preissuance expenditures within 60 days after payment of the original expenditure unless excepted by Regulations section 1.150-2(f). Enter the date the official intent was adopted. See Regulations section 1.150-2(e) for more information about official intent.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-G and any applicable certification. Also print the name and title of the person signing Form 8038-G. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that have been designated in Form 8038-G.

Note. If the issuer in Part 1, lines 3a and 3b authorizes the IRS to communicate (including in writing and by telephone) with a person other than an officer or other employee of the issuer, by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized officer of the issuer filled in this return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the

return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature (a facsimile signature is acceptable).
- Enter the preparer information, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

Learning about the law or the form	2 hr., 41 min.
Preparing, copying, assembling, and sending the form to the IRS	3 hr., 3 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. **Do not** send the form to this office. Instead, see *Where To File.*

Form **8038-G**
(Rev. September 2011)
Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Obligations

▶ Under Internal Revenue Code section 149(e)
▶ See separate instructions.
Caution: *If the issue price is under $100,000, use Form 8038-GC.*

OMB No. 1545-0720

Part I Reporting Authority — If **Amended Return**, check here ▶ ☐

1 Issuer's name	2 Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)	3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) / Room/suite	5 Report number *(For IRS Use Only)* 3
6 City, town, or post office, state, and ZIP code	7 Date of issue
8 Name of issue	9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)	10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education	11	
12	Health and hospital	12	
13	Transportation	13	
14	Public safety	14	
15	Environment (including sewage bonds)	15	
16	Housing	16	
17	Utilities	17	
18	Other. Describe ▶	18	
19	If obligations are TANs or RANs, check only box 19a ▶ ☐		
	If obligations are BANs, check only box 19b ▶ ☐		
20	If obligations are in the form of a lease or installment sale, check box ▶ ☐		

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		$	$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest			22	
23	Issue price of entire issue (enter amount from line 21, column (b))			23	
24	Proceeds used for bond issuance costs (including underwriters' discount)	24			
25	Proceeds used for credit enhancement	25			
26	Proceeds allocated to reasonably required reserve or replacement fund	26			
27	Proceeds used to currently refund prior issues	27			
28	Proceeds used to advance refund prior issues	28			
29	Total (add lines 24 through 28)			29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the bonds to be currently refunded ▶	years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded ▶	years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) ▶	
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)	

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a		
b	Enter the final maturity date of the GIC ▶ _____			
c	Enter the name of the GIC provider ▶ _____			
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:

b Enter the date of the master pool obligation ▶ _____

c Enter the EIN of the issuer of the master pool obligation ▶ _____

d Enter the name of the issuer of the master pool obligation ▶ _____

39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . ▶ ☐

40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . . ▶ ☐

41a If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:

b Name of hedge provider ▶ _____

c Type of hedge ▶ _____

d Term of hedge ▶

42 If the issuer has superintegrated the hedge, check box . . . . . ▶ ☐

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . . ▶ ☐

44 If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . ▶ ☐

45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement . . . . . ▶ _____

b Enter the date the official intent was adopted ▶ _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ _____ Signature of issuer's authorized representative Date ▶ _____ Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN

Firm's name ▶ | Firm's EIN ▶

Firm's address ▶ | Phone no.

Board Reference Material

SUBJECT TITLE: **Hanover Research Partnership**

REQUESTED ACTION: Approve

Action__X__ Discussion/Information_____

RECOMMENDATION:
It is recommended the Board approve the Client Services Agreement for the Hanover Research Partnership.

BACKGROUND INFORMATION:
Hanover Research's K-12 Education Practice collaborates with over 325 local school districts, regional education agencies, independent schools, state education agencies, and educational service providers across the United States, aiding these clients in the achievement of academic and operational objectives.

Hanover's partnership model encourages and supports long-term, data-driven planning and solutions to meet immediate challenges and achieve strategic objectives. For a fixed annual fee, clients may request unlimited custom research projects that are completed consecutively, drawing from a variety of research capabilities. In addition to the custom research, Hanover offers access to an online archive of 1,800+ educational reports on a myriad of topics. Custom research solutions may include, but are not limited to:

- **Quantitative & Qualitative Data Analysis**: data mining and segmentation; analysis of district collected data
- **Best Practice & Literature Review**: review of scholarly literature featuring best practices and case studies
- **Survey Design, Administration, & Analysis**: student and parent, quantitative program evaluation, stakeholder engagement, public perception and awareness surveys
- **Benchmarking**: development and comparative analysis in the areas of : administration, operations, and curricular comparisons
- **Market Evaluation**: vendor/product reviews, demographic trends and projections, policy impact analysis, economic impact assessment

2015 HANOVER IMPROVEMENTS:
Across 2015, Hanover Research has made several investments in their staff, methodologies, and technology to enhance the client experience. These include:

- **Investment in Staff**: Hanover has continued to invest in more experienced researchers. Their research team now consists of over 80% with PhD's or Master degrees. Hanover has added more staff overall to its Content and Account Management teams to ensure a lower client to contact ratio.
- **New Methodologies**: Hanover is able to provide clients with digital and interactive deliverables, online focus groups, primary research outreach data bases, enhanced quantitative analyses, and infographics.
- **Technology/Databases**: Sawtooth, Proquest, Marketsight, Qualtrics, Survey Gizmo, STATA, Tableau.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

Supports Board Goals #1 & # 3: Promote the educational success of all students by using best practices to attain proficiency or better AND create and sustain inspirational learning environments

LCAP Support: Hanover can support and improve LBUSD's LCAP development and reporting through their custom research, including:

- **Survey design and analysis** for examining perceptions of LCAP priorities
- **Quantitative data analyses** to review student achievement and determine the effectiveness of individual programs
- **Benchmarking** to provide a review of exemplary LCAP documents throughout the state to enhance the content and layout of the district's own LCAP report
- **Secondary research** to help improve the district's work and programs in specific priority areas

Previous Projects Completed:

- Technology Professional Development Survey
- Benchmarking Technology Use
- Practices for K-3 Literacy
- LCAP Surveys
- 2016 LCAP Surveys (current)
- Smarter Balance District-Level and School-Level Data Analysis (next)
- iRead Early Literacy Survey and Program Evaluation (next)

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

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

Contract value: $84,000 for two (2) simultaneous, sequential research queues
This contract will be paid from a combination of Title I, Title II and Title III funds.

ORIGINATOR: Paula Mastrangelo, Assistant Superintendent, Elementary Education,
Paul Enos, Assistant Superintendent, Secondary Education
Date: March 10, 2016

HANOVER RESEARCH

Client Services Agreement

Please sign the proposed agreement and email to cpritchard@hanoverresearch.com or print, sign and fax this document to the number listed below to commence service.

Steve Tietjen
Superintendent
Los Banos Unified School District
1717 South 11th Street
Los Banos, CA 93635

February 17, 2016

Contract Terms
Partnership with Hanover Research (HR) runs 12 months from the start date below. Partnership comprises the authority of Los Banos Unified School District (CLIENT) to request research on any topic.

Participation in Partnership
All project-production services are available to CLIENT's administrators in an unlimited amount within the confines of two (2) sequential queues. The signatory of this agreement serves as our primary contact. We ask that clients not distribute materials produced by HR to those outside of their organization.

Contract Amount & Invoicing
3/18/2016-$84,000

*Net 30 terms apply. Failure to pay promptly may result in service postponement.

The Contract Amount covers all labor costs across each annual term. Additional expenses related to a particular request may include purchased database access, panel costs, survey incentives, translation costs, postage/printing for mass mailings, etc. In the event such incidental costs are required to complete a project for CLIENT, HR will discuss the details with CLIENT and obtain approval prior to engaging in those additional services. **If additional services are estimated to cost more than $5,000, HR will ask CLIENT to contract directly with the vendor(s).**

Contract Start Date
March 18, 2016

To formalize CLIENT's commitment to the terms outlined above, please sign and return this agreement no later than **March 11, 2016**. Agreement can be returned via email to cpritchard@hanoverresearch.com or faxed to 202-355-7586 attn.: Catherine Pritchard.

CLIENT hereby agrees to the terms incorporated herein by this reference.

Signature: _____ Date:____

Steve Tietjen
Superintendent
Los Banos Unified School District

Signature: _____ Date:____

Jennifer Vaziralli
Chief Revenue Officer
Hanover Research

Board Reference Material

SUBJECT TITLE: **Student Teacher Agreement**

REQUESTED ACTION: Approve

Action__X__ Discussion/Information_____

RECOMMENDATION:

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

BACKGROUND INFORMATION:

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

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None.

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

None.

ORIGINATOR: Patrick Atkins, Assistant Superintendent of Human Resources
Date: March 10, 2016

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 Teachers College of San Joaquin for the 2016-17 school year.

BACKGROUND INFORMATION:

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

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None.

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

None.

ORIGINATOR: Patrick Atkins, Assistant Superintendent of Human Resources
Date: March 10, 2016

Teachers College San Joaquin

2857 Transworld Drive
Stockton, CA 95206
www.teacherscollegesj.edu (209) 468-4926

San Joaquin County Office of Education
James A. Mousalimas, County Superintendent of Schools

MEMORANDUM OF UNDERSTANDING
CO-SPONSOR/INTERN PARTICIPATING EDUCATIONAL AGENCY AGREEMENT

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

GENERAL GUIDELINES:

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

2) Interns who are admitted into the Teachers College of San Joaquin IMPACT Intern Credential Program must:

   a) Be employed as the teacher of record in a Mild/Moderate, Moderate/Severe, Early Childhood, Multiple Subject or Single Subject classroom;

   b) Be employed as the teacher of record in a minimum .4 FTE capacity;

   c) Provide all required documents established by the CCTC and TCSJ IMPACT Intern Program;

   d) Be enrolled in TCSJ IMPACT Intern Program.

3) Pursuant to California Education Code 44321, the supervision and support of interns is the responsibility of both the Commission-approved teacher preparation program and the employer. The combination of employer-provided support and mentoring and program supervision provided to the intern must include the following:

   a) A minimum of 144 hours of support/mentoring and supervision;

   b) A minimum of two hours of the 144 hours of support/mentoring and supervision must be provided to an intern teacher every five instructional days;

   c) An additional 45 hours of support/mentoring and supervision specific to meeting the needs of English learners shall be provided to an intern teacher unless the intern holds a CLAD, EL Authorization or has passed all sections of the CTEL Examination.

The responsibilities of the district or employing agency shall include the following:

1. Employers are responsible for ensuring that the intern they have hired is supported. Prior to an intern assuming daily teaching responsibilities, the employer must identify a peer coach/mentor or other designated individual who meets the Commission's identified criteria. Adequate supervision is provided by the peer coach/mentor or other designated individuals, one of whom must have the following minimum qualifications:

   - Valid corresponding Clear or Life credential
   - 3 years of successful teaching experience
   - EL Authorization if responsible for providing specified EL support.

   a) Sufficient resources are to be provided including the identification of protected time for employer-provided peer coach/mentor to work with the intern within the school day including clearly defined expectations for type/frequency of support.

   b) The employer determines the terms of employment for the peer coach/mentor and additional personnel. It is at the discretion of the employer to determine if the peer coach/mentor and/or additional personnel receive compensation and if so, compensation is the responsibility of the employer.

   c) To meet the CCTC requirement of 144 hours of required support, the employer will ensure that the intern receives a minimum of 60 hours of support with the peer coach/mentor and/or additional personnel (if appropriate) per year. Support may include, but is not limited to weekly course planning of curriculum and assessments, coaching within the classroom, and problem-solving regarding student issues. The intern will be responsible for documenting hours received from the employing agency.

   d) For those interns who do not already have English Language Authorization from a current California credential or passing score on an exam (CTEL), the employer will ensure that the intern receives a minimum of 20 hours of the required 45 hours required by CCTC per year related to working with English Learners.

e) Identify an employee who will be immediately available to assist the intern with planning lessons that are appropriately designed and differentiated for English Learners, for assessing language needs and progress, and for support of language accessible instruction through in-classroom modeling and coaching as needed. The identified individual may be the same peer coach/mentor that is providing general support and supervision provided that the individual possesses an English learner authorization and will be immediately available to assist the intern teacher in working with English learners.

2. Assigning a representative (e.g. Assistant Superintendent or site Principal) to act as a contact person to the TCSJ IMPACT Intern Program.

3. Providing representation at all Consortium meetings.

4. Assigning the intern candidate to an area authorized by the credential sought and giving an assignment such that she/he will be able to attend classes and complete the requirements of the TCSJ IMPACT intern program. To the extent possible and in accordance with the educational agency bargaining unit guidelines, the educational agency agrees to assign minimal extra/co curricular activities to the intern (e.g. coaching, newspaper, yearbook, etc.) in order to attend classes on time and complete program requirements.

5. Selecting a Peer Coach/Mentor

   a) Assigning a peer coach/mentor, whenever possible, from the same site and/or with a corresponding credential with English Learner Authorization;

   b) Assigning a peer coach/mentor in a timely way, preferable before the school year begins;

   c) Providing any substitute release time to train the peer coach/mentor and for the peer coach to conduct observations if needed.

6. Honoring the confidentiality between the intern and peer coach/mentor while monitoring the contact and effectiveness of the peer coach/mentor.

7. Addressing issues regarding a peer coach/mentor in a timely way and having a plan for intervention or reassignment, if necessary.

8. Allowing, after parent permission is granted, the practicum supervisor to observe Education Specialist candidates during an IEP meeting, or failing that, to debrief with a participating educational agency administrator who was present at a recent IEP meeting conducted by the candidate.

9. Acknowledging that candidates will pay tuition/fees during their enrolment in the program and if appropriate, the employer will assist the TCSJ IMPACT Intern Program Student Account's office to establish monthly payroll deduction of tuition for the intern. Credential recommendations cannot be made if the candidate is not in "good financial standing".

10. Responding to requests for evaluation data as requested by the CCTC and TCSJ IMPACT Intern Program, including survey completion, demographic and/or retention information.

11. Identifying an appropriate Practicum Supervisor and assuming all expenses related to the position **if the IMPACT Intern program is unable to provide a Practicum Supervisor due to distance or any unforeseen circumstance.**

12. The employing agency, with the exception of charter schools, will have on file a statement regarding its inability to fill the necessary position/s with certificated employees for which this intern credential is being implemented. In addition, the employing agency will make every effort to ensure that if the intern is placed in a high priority school (e.g. Decile 1, 2 or 3) the percentage of teacher interns in that school is not higher than the district wide average of teacher interns at a school in that year.

13. Acknowledging that the credential recommendation is jointly made between the educational agency and the TCSJ IMPACT intern program and that employment decision, such as continuing employment and tenure decisions, are separate from credentialing decisions. In the instance when the employing agency, for whatever reason, no longer employs an intern candidate, the program will make the recommendation for the appropriate credential if the candidate has successfully completed the intern program.

14. Acknowledging that should a candidate not fulfill the completion requirements of the TCSJ IMPACT intern credential program including timely payment of tuition, the program may drop the candidate, thereby creating employment issues for the educational agency. However, program personnel will consult with appropriate educational agency staff and the candidate prior to this decision.

15. Recognizing units earned in the program and compensating the candidate in the manner normally provided to all educational agency teachers.

16. If appropriate, the employer will assist the IMPACT Intern Program Student Account's office to establish monthly payroll deduction of tuition for the intern.

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

1. Identification and assignment of a Practicum Supervisor and allocation of additional personnel if needed to provide on-site support for the intern.
   a) The Practicum Supervisor and additional personnel working with the intern should possess a Clear or Life Credential in the same area as the intern, have a minimum of three years of successful teaching experience, and have English Language Authorization.
   b) The Program Sponsor will provide appropriate orientation and training for the Practicum Supervisor and peer coach/mentor including but not limited to characteristics of coaching, time and frequency of visitations, and process for documenting observations and evaluation of intern.
   c) The Program Sponsor will provide opportunities to fulfill the remaining 144 hours of support needed per year.
   d) For those interns who do not already have English Language Authorization from a current California credential or passing score on an exam (CTEL), the Program Sponsor will provide opportunities to fulfill the remaining 45 hours of support needed per year specific to the needs of English Learners.
2. Establishing effective and on-going communication with employing agency and IMPACT Intern personnel (e.g. Practicum Supervisor, Program Evaluator, Registrar, President) as appropriate to ensure a successful teaching experience for the intern.
3. Responsible for providing the intern with procedures to document and monitor the CCTC required hours of mentoring and support from the employer and TCSJ IMPACT Intern Program.
4. Providing all CCTC required coursework for the Preliminary Credential and assistance with questions or issues in regard to credentialing.

TO BE COMPLETED BY EMPLOYING AGENCY:

Type of Educational Agency:

☐ COE ☒ District ☐ Charter CDS Code (7 or 14 digits): 24-65755

Name of Agency: Los Banos Unified

Mailing Address: 1717 S. 11th St. Los Banos, CA 93635

Contact Person: Pat Athens

Telephone: 209 826-3801 email: Pathens@losbanosusd.k12.ca.us

The signatures below indicate that the educational agency has agreed to the conditions of the MOU and will act as co-sponsors:

Name of Approving Official: Pat Athens

Position/Title: Asst. Supt., Human Resources

Signature of Approving Official: _____ Date: 1-20-16

Signature of Educational Agency Board President (optional): _____ Date: _____

Signature of TCSJ President: _____ Date: _____

Please complete the Co-Sponsor information (TYPE or PRINT) and return the entire document to:
Judene Violante
Email: jviolante@sjcoe.net or
Fax: 209.468.9124 or
U.S. mail: P.O. Box 213030 Stockton, CA 95213-9030

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

Board Reference Material

SUBJECT TITLE: **Approve GASB 45 Actuarial Valuation Contract**

REQUESTED ACTION:

Action __X__ **Discussion/Information_____**

RECOMMENDATION:

It is recommended that the Board approve the attached contract for Demsey Filliger & Associates to perform a retiree health benefits actuarial valuation as required under GASB 45 rules.

BACKGROUND INFORMATION:

Generally Accepted Accounting Principles as outlined by Governmental Accounting Standards Board Statement #45 require government entities like LBUSD to formally quantify various aspects of Other Post Employment Benefits, i.e. retiree health benefits, for disclosure in the annual audit. This must be done every other year by an actuary and the attached contract will fulfill that obligation.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

We have had Demsey Filliger perform this work in the past. They know us, are very professional, are easy to work with and their fee is competitive.

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

The contract is a flat fee contract of $4,500 to be paid by the General Fund.

ORIGINATOR: Don Laursen, Director of Fiscal Services
Date: March 10, 2016

Demsey Filliger
+ ASSOCIATES

Scope of Work

Demsey, Filliger & Associates (DF&A) will provide Los Banos Unified School District with an actuarial report as of July 1, 2016, setting forth all District liabilities of the postretirement health benefit program, including a 50-year projection of District expenditures under the plan. Our report will contain the following information:

- Disclosure of the postretirement benefit obligations and Annual Required Contributions (ARC) in accordance with the GASB Other Postemployment Benefits (OPEB) accounting standard (GASB 45), for the fiscal year ending June 30, 2017;
- Disclosures for the trust funds as may be required by GASB 43;
- Projected annual pay-as-you-go District expenditures for the next 50 years;
- Recommended level annual funding amounts, to pre-fund the obligations as a flat dollar amount, a constant percent increase each year, or a level percent of unfunded liability;
- Reconciliation of Accrued Liability with prior actuarial report;
- Roll-forward of Net OPEB Obligation to June 30, 2016;
- Breakdown of liability and expense components by classification and by employee/retiree;
- Summary of plan provisions, actuarial assumptions, and certification.

In addition to the report, we provide ongoing assistance in the preparation or review of GASB 45 (OPEB) footnote disclosures at the time the District prepares its financial statements.

Fees

Our flat fee for the services listed above (including telephone support to explain and discuss the report) will be $4,500, and is all-inclusive based on the scope of the project outlined above. No other expenses would be charged to the project, except as noted in the next section.

Optional services that would require additional charges

(1) The $4,500 does not include the cost (including any direct expenses) of an on-site presentation to the District's Board, if requested. An on-site presentation is not anticipated at this time.

Board Reference Material

SUBJECT TITLE: **Student Overnight Travel**

REQUESTED ACTION: Approve

Action__X__ Discussion/Information_____

RECOMMENDATION:

It is recommended the Board approve overnight travel for the Cal Poly State FFA Judging Finals in San Luis Obispo May 6-7, 2016.

BACKGROUND INFORMATION:

Students will be competing in various judging teams in their designated Career Development Event area.

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):

This trip will not have a financial impact on the District; the Pacheco High School FFA student body will be responsible for all costs associate with the trip.

ORIGINATOR: Daniel Sutton, Principal, Pacheco High School
Date: March 10, 2016

Board Reference Material

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

REQUESTED ACTION: Approve

Action___X___ Discussion/Information_____

RECOMMENDATION:

It is recommended the Board approve travel for Elizabeth Erratchu to attend the "I Teach, 2nd Grade" conference in Las Vegas, NV, July 18-20, 2016.

BACKGROUND INFORMATION:

By attending the conference, Elizabeth Erratchu will have the opportunity to collaborate with teachers from all around the United States. They will have an opportunity to focus on Common Core curriculum and teaching strategies.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None identified.

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

There is no fiscal impact to the District; the trip is funded by Los Banos Teachers Association up to $1200; any excess amount will be covered by the employee.

ORIGINATOR: Jan Whitehurst, Principal, Volta Elementary School
DATE: March 10, 2016

Board Reference Material

SUBJECT TITLE: **Student Overnight & Teacher Out-of-State Travel**

REQUESTED ACTION: Approve

Action: __X__ Discussion/Information_____

RECOMMENDATION:

It is recommended the Board approve overnight travel for four SLHS students, one teacher and one chaperone to the LifeSmarts Nationals in Denver, CO from April 7-12, 2016.

BACKGROUND INFORMATION:

The SLHS LifeSmarts team is the sole representative from California and in order to compete in the National Championship they need to be in Denver, CO. This is the 5th year in a row and the 8th year that a team from SLHS has been eligible to compete at the Nationals.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This is an operational activity and does not support a specific board goal. All student overnight travel and teacher out-of-state travel must have prior approval from the board.

ALTERNATIVES/IDENTIFIED OPPOSITION:

No alternatives and no identified opposition.

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

A non-approval to attend would result in the State of California not being represented at the LifeSmarts Nationals. The total cost for the trip is estimated to be approximately $6,000. Students will work toward earning one of the $500 travel stipends from Underwriters Laboratory by leading lessons in elementary classrooms. SLHS currently has $442 in the LifeSmarts account from a fundraiser in the fall. The Century 21 M&M group has committed in the past to donate $500 each year toward our LifeSmarts team as they feel it is a worthwhile program. This leaves a goal of $4,558 for fundraising. Various fundraising efforts will be undertaken to try to cover the remaining expenses. In past years, the district has filled in the deficit, which has averaged $3,000 – $4,000.

ORIGINATOR: Chan Meas, Principal, San Luis High School
Date: March 10, 2016

Board Reference Material

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

REQUESTED ACTION: Approve

Action__X__ Discussion/Information_____

RECOMMENDATION:

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

BACKGROUND INFORMATION:

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

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None.

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

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

ORIGINATOR: Garth Gomes, Information Systems Manager
Date: March 10, 2016

Site: Los Banos Elementary
Date:

	TYPE	DESCRIPTION (MAKE & MODEL)	SERIAL #	QTY	DIST. #	STATUS*
EX.	**Copier**	**Minolta EP 4320**	**3113122**	**1**	**07302**	**Beyond Repair**
1	Desktop	Gateway E Series	25713523	1	6481	Beyond Repair
2	all in one	profile 5.5	36496801	1	6626	Beyond Repair
3	all in one	profile 5.5	36496809	1	6625	Beyond Repair
4	printer	HP LaserJet 4100 N		1	8270	Beyond Repair
5	printer	HP LaserJet 4100 N		1	8272	Beyond Repair
6	desktop	Gateway E Series	35713522	1	6480	Beyond Repair
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*STATUS:
GOOD
REPAIR NEEDED
BEYOND REPAIR

2/22/2016

Site: Henry Miller Elementary

	TYPE	DESCRIPTION (MAKE & MODEL)	SERIAL #	QTY	DIST. #	STATUS*
EX.	Copier	Minolta EP 4320	3113122	1	07302	Beyond Repair
1	Printer	hp 1100 laserjet	uspe076692	1	3781	Beyond Repair
2	Printer	hp 1100 laserjet	uspe076689	1	4708	Beyond Repair
3	Printer	hp 4100N laserjet	3809	1	07914	obsolete
4	Printer	hp 1300 laserjet	cnbjp43862	1	none	Beyond Repair
5	Printer	hp 4250 laserjet	cngxd17491	1	6549	Beyond Repair
6	Printer	HP 1022 LASERJET	VNB3N18091	1	NONE	Beyond Repair
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**STATUS:*
OBSOLETE
REPAIR NEEDED
BEYOND REPAIR

Site: I.S.
Date:

	TYPE	DESCRIPTION (MAKE & MODEL	SERIAL #	QTY	DIST. #	STATUS*
EX.	**Copier**	**Minolta EP 4320**	**3113122**	**1**	**07302**	**Beyond Repair**
1	all in one	model dcp-8040 multi func	U61032D5J511341	1	NA	Beyond Repair
2	COMPUTER	HP PAV A1010N	CNH5131Y9C	1	NA	Beyond Repair
3	COMPUTER	GATEWAY E4000	29857974	1	1926	Beyond Repair
4	COMPUTER	GATEWAY E4000	28211179	1	8159	Beyond Repair
5	COMPUTER	GATEWAY DEST COMPUTER	13566844	1	5883	Beyond Repair
6	COMPUTER	GATEWAY 1500 D	39296290	1	8813	Beyond Repair
7	COMPUTER	GATEWAY 1500 D	39296270	1	8795	Beyond Repair
8	COMPUTER	GATEWAY 1500 D	39296277	1	8801	Beyond Repair
9	COMPUTER	GATEWAY 1500 D	39296312	1	8779	Beyond Repair
10	TV	RCA MOD F27442	C282B10A3	1	NA	Beyond Repair
11	PRINTER	P4015	CNDY190614	1	NA	Beyond Repair
12	PRINTER	HP 4100	USBNG05503	1	na	Beyond Repair
13	PRINTER	HP INKJET 6000	CN08P1F00D	1	NA	Beyond Repair
14	MONITOR	GATEWAY FPD1565	MR95750H05030	1	NA	Beyond Repair
15	FAX	LASERJET 3055	CNBK207186	1	NA	Beyond Repair
16	PHONE	CISCO 7940	INM08141PP1	1	NA	Beyond Repair
17	PROJECTOR	SANYO PLC XW55	66208J99	1	NA	Beyond Repair
18	PRINTER	HP COLOR LJ2600N	CNDC61H04R	1	NA	Beyond Repair
19	PRINTER	HP DESKJET PHOTOSM 1315	MY256111XC	1	NA	Beyond Repair
20	PROJECTOR	EPSON H382A	P94F152625L	1	9827	Beyond Repair
21	COMPUTER	GATEWAY 6610D GATEWAY	39129876	1	6976	Beyond Repair
22	PROJECTOR	SANYO PLC XW250	69914908	1	NA	Beyond Repair
23	PROJECTOR	SANYO PLC XW250	69931964	1	NA	Beyond Repair
24	PRINTER	HP 4100	USBNJ11222	1	2838	Beyond Repair
25	PROJECTOR	SANYO PLC XW250	69915821	1	9190	Beyond Repair
26	PROJECTOR	SANYO PLC XW55	67324895	1	9178	Beyond Repair
27	COMPUTER	GATEWAY E4100	32933428	1	6024	Beyond Repair
28	PROJECTOR	SANYO PLCXW250	69914930	1	9116	Beyond Repair

STATUS:
OBSOLETE
REPAIR NEEDED
BEYOND REPAIR

Site: I.S.
Date:

29	PROJECTOR	SANYO PLCXW250	69914904	1	9222	Beyond Repair
30	PRINTER	HP 1300	CNBB448772	1	NA	Beyond Repair
31	PROJECTOR	NEC VT465	4301154FF	1	6162	Beyond Repair
32	PRINTER	HP 1320N	CNL1D08567	1	NA	Beyond Repair

****STATUS:***
OBSOLETE
REPAIR NEEDED
BEYOND REPAIR

2/22/2016
Site: San Luis High School

	TYPE	DESCRIPTION (MAKE & MODEL)	SERIAL #	QTY	DIST. #	STATUS*
EX	Copier	Minolta EP 4320	3113122	1	07302	Beyond Repair
1	TV	Sanyo	D527800	1	VI 419049701 5468	obsolete
2	Keyboard	Keyboards Gateway	07H1140066JD	4	N/A	obsolete
3		Gateway	AB 380139		N/A	
4		Gateway	A380142		N/A	
5			06K00105751D		N/A	
6	Scanner	Hewlett Packard	CD0591H0P6		N/A	
7	Mouse	Microsoft	6676697-10000	1	N/A	
8	Printer	Hewlett Packard 895Cxi	MY92A1917C	1	N/A	Broken Beyond Repair
9	Printer	HP PSC 500	MYJ07E2469	1	N/A	Broken Beyond repair
10	Computer Desktops	Gateway	00272137S1	1	07990	obsolete
11		Gateway E1500D	00403S3230	1	N/A	
12		Gateway AK PBI E4500D	00360891149	1	N/A	
13		Gateway ®ATx5TF ELP E3600	00272137S8	1	07987	obsolete
14	Monitors	Gateway FPD1520	Lic20570441	1	2860	
15		Gateway FPD 1520	MVL5016A0014698	1	7004029	
16		Gateway FPD 1520	MVL5009A0019705	1	7003942	
17		Gateway FPD 1565	MZK66 50V 01447	1	N/A	
18		Gateway FPD 1520	MVL5009A0019711	1	2648	
19						
20						
21						
22						
23						

STATUS:
OBSOLETE
REPAIR NEEDED
BEYOND REPAIR

Board Reference Material

SUBJECT TITLE: **Obsolete Books**

REQUESTED ACTION: Declare specific Library and Textbooks obsolete and dispose of consistent with BP 3270

Action ___X___ Discussion/Information_____

RECOMMENDATION:

It is recommended the Board declare specific library books and textbooks obsolete and dispose of consistent with BP 3270

BACKGROUND INFORMATION:

Under Board Policy #3270 the Board may declare instructional materials obsolete and dispose of them in a number of prescribed ways.

Los Banos High School, Westside Elementary School, and Volta Elementary School have developed a list of library books and/or texts that are no longer serviceable and useable in their library and or instructional program.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This is a procedural matter that does not support a specific Board goal.

ALTERNATIVES/IDENTIFIED OPPOSITION:

None identified.

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

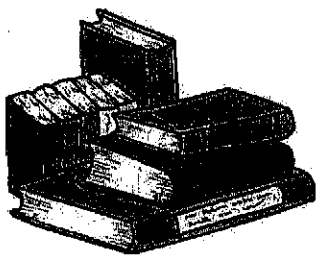
Surplus of undistributed obsolete instructional materials that are usable for educational purposes may be donated to any governing board, county free library of other state institution; any United States public agency or institution; any nonprofit charitable organization; or children or adults in California or foreign countries for the purpose of increasing literacy. They also may be sold to any organization that agrees to use the materials for educational purposes. (Educational Code 60510)

Any organization, agency or institution receiving obsolete instructional materials from the district shall certify to the Board that it agrees to use the materials for educational purposes and make no charge to any persons to whom the materials are given or lent. (Education Code 60511)

ORIGINATOR: Paula Mastrangelo, Assistant Superintendent Elementary Area
DATE: March 10, 2016

Los Banos Unified School District

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



Attached is a list of withdrawn titles submitted for board approval.

Date: February 26, 2016

Signature: Mary Accardo

Site: LBHS

Site Principal: 2/26/16
Date

Paula Mastrangelo: Paula Mastrangelo
Date

LBUSD Board of Trustees: _____
Date

Revised: 7/1/12

Textbook Title & Copy List

By Default Budget Category: "Obsolete"

Los Banos High School Library

Includes: Default Budget Category

Economics: Principles, Problems, and Policies (AP)

Author: Campbell R. McConnell, Stanley L. Brue, Sean M. Flynn
ISBN: 0-07-891688-7
Edition: 18th/2009
Budget Category: Obsolete

Replacement Price: $155.00

Copy Info:

Total	(Unbarcoded)	Available	Checked Out	Loaned Out	On Order	Out for Repairs	Incoming Transfers	Lost
147	(0)	142	1	0	0	0	0	4

Conditions:

New	Good	Fair	Poor	Unusable
130	17	0	0	0

Portuguese: Fluency & Culture L-1

Author: Americo C. Araujo
ISBN: 1-881495-09-4
Edition: 1998
Budget Category: Obsolete

Replacement Price: $50.00

Copy Info:

Total	(Unbarcoded)	Available	Checked Out	Loaned Out	On Order	Out for Repairs	Incoming Transfers	Lost
42	(0)	36	0	0	0	0	0	6

Conditions:

New	Good	Fair	Poor	Unusable
4	3	29	5	1

Think Psychology

Author: Baird, Abigail A
ISBN: 0-13-212840-3
Edition: 2011
Budget Category: Obsolete

Replacement Price: $63.00

Copy Info:

Total	(Unbarcoded)	Available	Checked Out	Loaned Out	On Order	Out for Repairs	Incoming Transfers	Lost
100	(0)	98	1	0	0	0	0	1

Conditions:

New	Good	Fair	Poor	Unusable
100	0	0	0	0

List Totals - Titles Listed: 3

Replacement Price: $31,185.00

Copy Info:

Total	(Unbarcoded)	Available	Checked Out	Loaned Out	On Order	Out for Repairs	Incoming Transfers	Lost
289	(0)	276	2	0	0	0	0	11

Conditions:

New	Good	Fair	Poor	Unusable
234	20	29	5	1

Checked Out Materials, Overdue Materials, Unpaid Fines.

Include: Textbook. Circulation Types: All. Patron Types: Faculty.

Los Banos High School Library

WITHDRAWN P-9

Library Materials	Due	Call Num.	Barcode	Title	Est. Fine
	3/28/2016	613.8 Edwards	3LBHS00005945H	Coping with drug abuse	
	3/28/2016	629.2 Dexler	3LBHS000063003	Vans : the personality vehicles	
	3/28/2016	629.2 Lent	3LBHS000063014	The automobile, U.S.A.; its impact on people's lives and the national economy	
	3/28/2016	629.22 Coombs	3LBHS00006319D	Mopeding	
	3/28/2016	629.22 Felsen	3LBHS000063205	Living with your first motorcycle	
	3/28/2016	629.222 Georgano	3LBHS00023365D	A world of wheels. Cars 1990 to present days : production goes world wide	
	3/28/2016	636.7 Samstag	3LBHS000065207	Training your own dog	
	3/28/2016	636.8 Camuti	3LBHS00006528F	Park Avenue vet	
	3/28/2016	640 Bacharach	3LBHS00006564F	How to do almost everything.	
	3/28/2016	640 Hoyt	3LBHS00006569K	How to get started when you don't know where to begin	
	3/28/2016	712 Hadfield	3LBHS00006870F	The art of the garden.	
	3/28/2016	812 Miller	3LBHS00008414B	Arthur Miller's collected plays : volume I	
	3/28/2016	812.08 Best	3LBHS00008374G	Best American plays, 1945-1951. 3rd series	
	3/28/2016	812.09 Gould	3LBHS00008381E	Modern American playwrights.	
	3/28/2016	813.09 Hoffman	3LBHS00008443D	The modern novel in America, 1900-1950.	
	3/28/2016	818 Cosby	3LBHS000002512	Time flies	
	3/28/2016	818 Hayes	3LBHS000086109	A gift of joy	
	3/28/2016	822.3 Shakespeare	3LBHS00204880G	Hamlet; Prince of Denmark	
	3/28/2016	823 Allen	3LBHS00008869P	The modern novel in Britain and the United States.	
	3/28/2016	828 Kipling	3LBHS00008895O	Kipling : a selection of his stories and poems	
	3/28/2016	828 Kipling	3LBHS00008896P	Kipling : a selection of his stories and poems	
	3/28/2016	920 Farmer	3LBHS00009869Q	A book of famous queens	
	3/28/2016	921 Affleck	3LBHS00023594H	Ben Affleck	
	3/28/2016	921 Aguilera	3LBHS000214506	Christina Aguilera	
	3/28/2016	921 Aguilera	3LBHS00021459F	Christina Aguilera	

Checked Out Materials, Overdue Materials, Unpaid Fines.

Include: Textbook. Circulation Types: All. Patron Types: Faculty.

Los Banos High School Library

WITHDRAWN P9

Library Materials	Due	Call Num.	Barcode	Title	Est. Fine
	3/28/2016	921 Aguilera	3LBHS00022880E	Christina Aguilera	
	3/28/2016	921 Aguilera	3LBHS00022889N	Christina Aguilera	
	3/28/2016	921 Aiken	3LBHS00025029C	Clay Aiken	
	3/28/2016	921 Aniston	3LBHS000250214	Jennifer Aniston	
	3/28/2016	921 Aniston	3LBHS000250225	Jennifer Aniston	
	3/28/2016	921 Ashanti	3LBHS000250247	Ashanti	
	3/28/2016	921 Banks	3LBHS00205811B	Tyra Banks	
	3/28/2016	921 Barrymore	3LBHS00023329D	Drew Barrymore	
	3/28/2016	921 Berry	3LBHS000250269	Halle Berry	
	3/28/2016	921 Brandy	3LBHS00025054A	Brandy	
	3/28/2016	921 Brooks	3LBHS00023624B	Garth Brooks	
	3/28/2016	921 Brown	3LBHS00201586G	James Brown	
	3/28/2016	921 Carrey	3LBHS00205755I	Jim Carrey	
	3/28/2016	921 Collier	3LBHS00010789J	Soul rush : the odyssey of a young woman of the '70s	
	3/28/2016	921 Damon	3LBHS00023619F	Matt Damon	
	3/28/2016	921 Davis	3LBHS00010839F	Letting down my hair; two years with the love rock tribe--from dawning to downing of Aquarius,	
	3/28/2016	921 Davis	3LBHS000108407	Yes I can; [the story of Sammy Davis, Jr.,	
	3/28/2016	921 DeBottazzi	3LBHS00010843A	To live again	
	3/28/2016	921 DeMille	3LBHS00010845C	And promenade home.	
	3/28/2016	921 Diaz	3LBHS00021457D	Cameron Diaz	
	3/28/2016	921 DiCaprio	3LBHS000250236	Leonardo DiCaprio	
	3/28/2016	921 Diddy	3LBHS00023997O	P. Diddy	
	3/28/2016	921 Dion	3LBHS00023383D	Celine Dion	
	3/28/2016	921 Dolin	3LBHS00010858G	The blue train : the story of Anton Dolin.	
	3/28/2016	921 Dolson	3LBHS00010859H	We shook the family tree.	
	3/28/2016	921 Dooley	3LBHS00010862B	Give joy to my youth; a memoir of Dr. Tom Dooley.	
	3/28/2016	921 Dunst	3LBHS000250304	Kirsten Dunst	
	3/28/2016	921 Ferrell	3LBHS000250045	Will Ferrell	
	3/28/2016	921 Fisher	3LBHS000109116	The search for Anna Fisher.	
	3/28/2016	921 Fox	3LBHS000250427	Michael J. Fox	
	3/28/2016	921 Foxx	3LBHS000250023	Jamie Foxx	

Checked Out Materials, Overdue Materials, Unpaid Fines.

Include: Textbook. Circulation Types: All. Patron Types: Faculty.

Los Banos High School Library

WITHDRAWN

Library Materials	Due	Call Num.	Barcode	Title	Est. Fine
	3/28/2016	921 Gibson	3LBHS000236027	Mel Gibson	
	3/28/2016	921 Hall	3LBHS00010998L	Arsenio Hall	
	3/28/2016	921 Hanks	3LBHS00203714B	Tom Hanks : superstar	
	3/28/2016	921 Hayek	3LBHS00025047C	Salma Hayek	
	3/28/2016	921 Hewitt	3LBHS00023973I	Jennifer Love Hewitt	
	3/28/2016	921 Hill	3LBHS00022872F	Lauryn Hill	
	3/28/2016	921 Hill	3LBHS00025048D	Faith Hill	
	3/28/2016	921 Hingis	3LBHS00021456C	Martina Hingis	
	3/28/2016	921 Hudson	3LBHS000250179	Kate Hudson	
	3/28/2016	921 Iglesias	3LBHS000213268	Enrique Iglesias	
	3/28/2016	921 Iglesias	3LBHS00030089E	Julio Iglesias	
	3/28/2016	921 Ja Rule	3LBHS00023993K	Ja Rule	
	3/28/2016	921 Jackson	3LBHS002030706	Samuel L. Jackson	
	3/28/2016	921 Jay-Z	3LBHS00025027A	Jay-Z	
	3/28/2016	921 John	3LBHS000250146	Elton John	
	3/28/2016	921 Joseph	3LBHS00011852B	I will fight no more forever : Chief Joseph and the Nez Perce War.	
	3/28/2016	921 Keys	3LBHS00023975K	Alicia Keys	
	3/28/2016	921 Kinmont	3LBHS000111333	The other side of the mountain : the story of Jill Kinmont	
	3/28/2016	921 Knowles	3LBHS00023961F	Beyoncé	
	3/28/2016	921 Kutcher	3LBHS000250517	Ashton Kutcher	
	3/28/2016	921 Landon	3LBHS000007078	I promised my dad	
	3/28/2016	921 Lavigne	3LBHS000250258	Avril Lavigne	
	3/28/2016	921 Ledger	3LBHS000250113	Heath Ledger	
	3/28/2016	921 Lee	3LBHS000250078	Bruce Lee	
	3/28/2016	921 Leonard	3LBHS000111647	A fistful of Sugar	
	3/28/2016	921 LeRoy	3LBHS00202891G	From my foxhole to Tokyo : the true story of one Christian combat paratrooper	
	3/28/2016	921 Limbaugh	3LBHS000001803	The way things ought to be	
	3/28/2016	921 Lopez	3LBHS000214528	Jennifer Lopez	
	3/28/2016	921 Lopez	3LBHS00023634C	Jennifer Lopez	
	3/28/2016	921 MacLaine	3LBHS000112154	You can get there from here	

Checked Out Materials, Overdue Materials, Unpaid Fines.

Include: Textbook. Circulation Types: All. Patron Types: Faculty.

Los Banos High School Library

WITHDRAWN P.9

Library Materials	Due	Call Num.	Barcode	Title	Est. Fine
	3/28/2016	921 Madonna	3LBHS000112200	Madonna revealed : the unauthorized biography	
	3/28/2016	921 Madonna	3LBHS000233608	Madonna	
	3/28/2016	921 Mao	3LBHS000112277	Mao Tse-Tung.	
	3/28/2016	921 Mao	3LBHS000112299	China's red rebel; the story of Mao Tsê-tung	
	3/28/2016	921 Mario	3LBHS000250539	Mario	
	3/28/2016	921 McGregor	3LBHS00025019B	Ewan McGregor	
	3/28/2016	921 Morrison	3LBHS000250034	Jim Morrison	
	3/28/2016	921 Nelly	3LBHS00023991I	Nelly	
	3/28/2016	921 Newton	3LBHS000113122	Isaac Newton.	
	3/28/2016	921 O'Donnell	3LBHS00205810A	Rosie O'Donnell	
	3/28/2016	921 Paltrow	3LBHS000250528	Gwyneth Paltrow	
	3/28/2016	921 Papashvily	3LBHS000113346	Anything can happen	
	3/28/2016	921 Pelzer	3LBHS00025056C	The lost boy : a foster child's search for the love of a family	
	3/28/2016	921 Phoenix	3LBHS00023979O	River Phoenix	
	3/28/2016	921 Prinze	3LBHS000233305	Freddie Prinze, Jr.	
	3/28/2016	921 Reeve	3LBHS002051428	Christopher Reeve	
	3/28/2016	921 Rimes	3LBHS002037017	LeAnn Rimes	
	3/28/2016	921 Roberts	3LBHS00023368G	Julia Roberts	
	3/28/2016	921 Russell	3LBHS00011448C	Go up for glory	
	3/28/2016	921 Sanders	3LBHS00205567J	Deion Sanders : prime time player	
	3/28/2016	921 Sandler	3LBHS00023618E	Adam Sandler	
	3/28/2016	921 Selena	3LBHS00023378H	Selena	
	3/28/2016	921 Snider	3LBHS00011499I	The Duke Snider story.	
	3/28/2016	921 Spears	3LBHS00023381B	Britney Spears	
	3/28/2016	921 Stengel	3LBHS000115157	Casey Stengel : baseball's greatest manager	
	3/28/2016	921 Stiles	3LBHS00023625C	Julia Stiles	
	3/28/2016	921 Stuart	3LBHS000115326	Thread that runs so true.	
	3/28/2016	921 Taplinger	3LBHS000115506	Circus doctor	

Checked Out Materials, Overdue Materials, Unpaid Fines.

Include: Textbook. Circulation Types: All. Patron Types: Faculty.

Los Banos High School Library

WITHDRAWN

Library Materials	Due	Call Num.	Barcode	Title	Est. Fine
	3/28/2016	921 Thornton	3LBHS00011564B	Someone has to make it happen; the inside story of Tex Thornton, the man who built Litton Industries.	
	3/28/2016	921 Tracy	3LBHS000250089	Queen Latifah	
	3/28/2016	921 Turner	3LBHS00201536B	Ted Turner	
	3/28/2016	921 Twain	3LBHS00023968M	Shania Twain	
	3/28/2016	921 Tyler	3LBHS00022870D	Liv Tyler	
	3/28/2016	921 Underwood	3LBHS000250168	Carrie Underwood	
	3/28/2016	921 Usher	3LBHS00022580B	Usher	
	3/28/2016	921 Usher	3LBHS000250326	Usher	
	3/28/2016	921 Valladares	3LBHS00000269B	Against all hope : the prison memoirs of Armando Valladares	
	3/28/2016	921 Ventura	3LBHS000230144	Jesse Ventura : the story of the wrestler they call "The Body"	
	3/28/2016	921 Verghese	3LBHS00011593D	Take my hands : The remarkable story of Dr. Mary Verghese.	
	3/28/2016	921 Washington	3LBHS002030717	Denzel Washington	
	3/28/2016	921 Winfrey	3LBHS00205835H	Oprah Winfrey	
	3/28/2016	921 Witherspoon	3LBHS00022845F	Reese Witherspoon	
	3/28/2016	921 Witherspoon	3LBHS00023348E	Reese Witherspoon	
	3/28/2016	921 Wood	3LBHS00023347D	Elijah Wood	
	3/28/2016	921 Wright	3LBHS00011654B	Black boy; a record of childhood and youth.	
	3/28/2016	921 Zindel	3LBHS00020719D	The pigman & me	
	3/28/2016	980 Carter	3LBHS00012619D	South America	
	3/28/2016	980 Needler	3LBHS00202765G	An introduction to Latin American politics : the structure of conflict	
	3/28/2016	980 Szulc	3LBHS000126306	Latin America.	
	3/28/2016	980.03 Skidmore	3LBHS000126148	Modern Latin America	
	3/28/2016	981 Brazil	3LBHS000126339	Brazil	
	3/28/2016	F King	3LBHS00022378G	Bag of bones	
	3/28/2016	PB Johansen	3LBHS00024774I	The killing game	
	2/26/2016	Ref 051 Old	3LBHS002042248	The Old farmer's almanack.	

Checked Out Materials, Overdue Materials, Unpaid Fines.

Include: Textbook. Circulation Types: All. Patron Types: Faculty.

Los Banos High School Library

WITHDRAWN P9

Library Materials	Due	Call Num.	Barcode	Title	Est. Fine
	3/11/2016	Ref 373.126 Lacie	3LBHS00022744D	How to prepare for the CAHSEE-English language arts : California High School Exit Exam	
	3/11/2016	Ref 373.126 Lacie	3LBHS00022745E	How to prepare for the CAHSEE-English language arts : California High School Exit Exam	
	3/11/2016	Ref 373.126 Lacie	3LBHS00022746F	How to prepare for the CAHSEE-English language arts : California High School Exit Exam	
	3/11/2016	Ref 510 Hruby	3LBHS00022959L	How to prepare for the CAHSEE-math : California High School Exit Exam	
	3/11/2016	Ref 510 Hruby	3LBHS00022960D	How to prepare for the CAHSEE-math : California High School Exit Exam	
	3/11/2016	Ref 510 Hruby	3LBHS00022961E	How to prepare for the CAHSEE-math : California High School Exit Exam	
	3/11/2016	Ref 510 Hruby	3LBHS00022962F	How to prepare for the CAHSEE-math : California High School Exit Exam	
	2/26/2016	Ref 595.7 Klots	3LBHS00016768M	Living insects of the world,	
	2/26/2016	Ref 597 Herald	3LBHS00016778N	Living fishes of the world.	
	2/26/2016	Ref 598.2 Gilliard	3LBHS00016780G	Living birds of the world.	
	2/26/2016	Ref 610.3 Bantam	3LBHS00016787N	Bantam medical dictionary.	
	2/26/2016	Ref 610.73 Practices	3LBHS000160146	Practices.	
	2/26/2016	Ref 610.73 Procedures	3LBHS000160157	Procedures.	
	2/26/2016	Ref 615.1 Drugs	3LBHS000160203	Drugs.	
	2/26/2016	Ref 616 Diseases	3LBHS00016027A	Diseases.	
	2/26/2016	Ref 616.025 Emergencies	3LBHS000160236	Emergencies.	
	2/26/2016	Ref 616.07 Assessment	3LBHS000160247	Assessment.	
	2/26/2016	Ref 616.07 Diagnostics	3LBHS000160258	Diagnostics.	
	2/26/2016	Ref 616.07 Signs	3LBHS000160269	Signs & symptoms.	

Checked Out Materials, Overdue Materials, Unpaid Fines.

Include: Textbook. Circulation Types: All. Patron Types: Faculty.

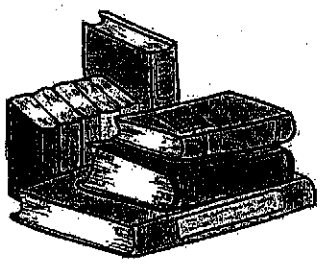
Los Banos High School Library

WITHDRAWN

Library Materials	Due	Call Num.	Barcode	Title	Est. Fine
	2/26/2016	Ref 973 Hirsch	3LBHS00017569M	The dictionary of cultural literacy	
	3/28/2016	SP 921 Estefan	3LBHS000301749	Gloria Estefan	

Los Banos Unified School District

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



Attached is a list of withdrawn titles submitted for board approval.

Date: 2-11-16

Signature: [signature]

Site: Westside Main Elementary

Site Principal: [signature] 2-11-16
Date

Paula Mastrangelo: Mastrangelo 2/12/16
Date

LBUSD Board of Trustees: _____
Date

Revised: 7/1/12



Westside Union Elementary School Library

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Follett Community Visit today

To Patron By Homeroom

Find Go! Find Patron Find Copy Add Title

Only my patrons Only search Last Name Due Dates

WITHDRAWN (Faculty: P 900)

Edit Patron

Checked Out Library: 58 / Textbooks: 1
Overdue Library: 48 / Textbooks: 1
Holds Ready 0
Fines Library: $0.00 / Textbooks: $0.00
Patron: $0.00

Grade Level
Homeroom
Teacher
Track
Grade
Internet Permission

Only today's check outs Receipt

Items Out

Due Date	Title	Call Number	Price	Checked Out	
10/8/2015	**The adventures of Super Diaper Baby : the first graphic novel** (Copy: T 16577)	F Pilkey	$12.00	9/24/2015	Renew Lost
10/8/2015	**Beneath the stone : a Mexican Zapotec tale** (Copy: T 4611)	E 972 Wolf	$14.41	9/24/2015	Renew Lost
10/8/2015	**The blue sword** (Copy: T 5170)	F McKinley	$13.60	9/24/2015	Renew Lost
10/8/2015	**Camp Rock : the junior novel** (Copy: T 17091)	PB F Ruggles	$6.00	9/24/2015	Renew Lost
10/8/2015	**Camp Rock : the junior novel** (Copy: T 17092)	PB F Ruggles	$6.00	9/24/2015	Renew Lost
10/8/2015	**Captain America : origins** (Copy: T 18080)	PB F Scott	$7.99	9/24/2015	Renew Lost
10/8/2015	**The case of the Halloween ghost** (Copy: T 10222)	F Erickson	$12.74	9/24/2015	Renew Lost
10/8/2015	**Clue in the crystal ball** (Copy: T 1738)	PB F Parker	$5.00	9/24/2015	Renew Lost
10/8/2015	**David goes to school** (Copy: T 7248)	E Shannon	$10.47	9/24/2015	Renew Lost
10/8/2015	**Diary of a wimpy kid : the ugly truth** (Copy: T 17829)	PB F Kinney	$6.99	9/24/2015	Renew Lost
10/8/2015	**Fábulas de Esopo** (Copy: T 7171)	SP 398.2 Zwerger	$21.90	9/24/2015	Renew Lost
10/8/2015	**Frankie rocks the house** (Copy: T 17573)	PB E Martin	$8.50	9/24/2015	Renew Lost
10/8/2015	**Growing up in ancient China** (Copy: T 7363)	931 Teague	$10.60	9/24/2015	Renew Lost
10/8/2015	**Hands off!** (Copy: T 16431)	PB E Lewman	$5.00	9/24/2015	Renew Lost
10/8/2015	**Harry Potter and the prisoner of Azkaban / Book 3.** (Copy: T 11010)	F Rowling	$13.84	9/24/2015	Renew Lost

10/8/2015	**A horse and a hero** (Copy: T 19483)	[E] PB Alberto	$3.99	9/24/2015	Renew Lost
10/8/2015	**Horses** (Copy: T 7454)	636.1 Edwards	$22.90	9/24/2015	Renew Lost
10/8/2015	**The Internet** (Copy: T 12278)	E 004.67 Douglas	$18.05	9/24/2015	Renew Lost
10/8/2015	**Jessi's secret language** (Copy: T 11684)	PB F Martin	$10.00	9/24/2015	Renew Lost
10/8/2015	**Joey's story : straight talk about drugs** (Copy: T 2325)	616.86 Berger	$14.17	9/24/2015	Renew Lost
10/8/2015	**Judy Moody, girl detective** (Copy: T 18094)	PB F McDonald	$4.99	9/24/2015	Renew Lost
10/8/2015	**The Jungle Book : Kipling, Rudyard.** (Copy: T 14547)	F Rudyard	$14.00	9/24/2015	Renew Lost
10/8/2015	**Mary Anne breaks the rules** (Copy: T 12181)	PB F Martin	$5.00	9/24/2015	Renew Lost
10/8/2015	**Mayday!** (Copy: T 6336)	PB Packard	$5.99	9/24/2015	Renew Lost
10/8/2015	**The Million Dollar Kick** (Copy: T 11609)	F Gutman	$11.67	9/24/2015	Renew Lost
10/8/2015	**More scary stories to tell in the dark** (Copy: T 17810)	PB 398.2 Schwartz	$3.99	9/24/2015	Renew Lost
10/8/2015	**My name is evil** (Copy: T 11041)	F Stine	$10.95	9/24/2015	Renew Lost
10/8/2015	**Peter Pan : the complete and unabridged text** (Copy: T 3636)	F Barrie	$18.69	9/24/2015	Renew Lost
10/8/2015	**P.J. Funnybunny's bag of tricks** (Copy: T 18159)	PB E Sadler	$2.50	9/24/2015	Renew Lost
10/8/2015	**Ripley's believe it or not!** (Copy: T 13998)	031.02 Ripley's	$17.00	9/24/2015	Renew Lost
10/8/2015	**Shadow over second : a Peach Street Mudders story** (Copy: T 11677)	PB F Christopher	$10.00	9/24/2015	Renew Lost
10/8/2015	**Sideways stories from Wayside School** (Copy: T 13193)	F Sachar	$9.26	9/24/2015	Renew Lost
10/8/2015	**Simple machines** (Copy: T 5396)	E 621.811 Hodge	$9.31	9/24/2015	Renew Lost
10/8/2015	**Snowballs** (Copy: T 11834)	E Ehlert	$13.60	9/24/2015	Renew Lost
10/8/2015	**Star Crazy** (Copy: T 16494)	PB F McElroy	$5.00	9/24/2015	Renew Lost
10/8/2015	**The starlight princess and other princess stories** (Copy: T 7223)	398.2 Dalton	$13.97	9/24/2015	Renew
10/8/2015	**The story of Spider-Man** (Copy: T 13535)	E Teitelbaum	$14.95	9/24/2015	Renew Lost
10/8/2015	**"What should I do?" : expert Q & A advice you can count on** (Copy: T 12069)	PB 305.235 Pluym	$4.00	9/24/2015	Renew Lost
10/8/2015	**The Willow files. Vol. 1** (Copy: T 1966)	PB F Navarro	$5.00	9/24/2015	Renew Lost
10/8/2015	**The world almanac for kids 2000** (Copy: T 6928)	031.02 World	$14.95	9/24/2015	Renew Lost
10/13/2015	**Always in trouble** (Copy: T 18265)	PB E Demas	$4.99	9/29/2015	Renew Lost
10/13/2015	**The Krazees** (Copy: T 12931)	E Swope	$8.50	9/29/2015	Renew Lost
10/13/2015	**The LEGO book** (Copy: T 18476)	688.2 Lipkowitz	$24.99	9/29/2015	Renew Lost
10/14/2015	**Moonlight : the Halloween cat** (Copy: T 15350)	E Rylant	$15.89	9/30/2015	Renew Lost

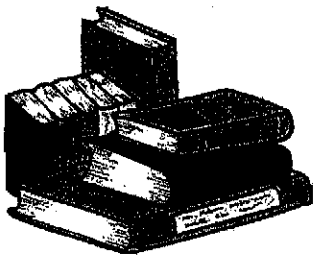
10/28/2015	**The history of basketball** (Copy: T 7507)	796.323 Helmer	$12.95	10/14/2015	Renew Lost
11/5/2015	**Thomas Jefferson** (Copy: T 10555)	921 Jefferson	$14.95	10/22/2015	Renew Lost
12/17/2015	**Infogirl : a girl's guide to the Internet** (Copy: T 7526)	025.04 Brown	$17.95	12/3/2015	Renew Lost
1/29/2016	**--If you grew up with George Washington** (Copy: T 9619)	E 973.4 Gross	$9.26	1/15/2016	Renew Lost
2/12/2016	**The big Bazoohley** (Copy: T 3648)	F Carey	$12.71	1/29/2016	Renew Lost
2/12/2016	**Danger Guys hit the beach** (Copy: T 9486)	F Abbott	$10.15	1/29/2016	Renew Lost
2/12/2016	**Everything glistens and everything sings : new and selected poems** (Copy: T 1321)	E 811 Zolotow	$10.16	1/29/2016	Renew Lost
2/12/2016	**Gigantopus from Planet X!** (Copy: T 9242)	F Abbott	$9.15	1/29/2016	Renew Lost
2/12/2016	**HIV positive** (Copy: T 3369)	362.1 Wolf	$14.44	9/24/2015	Renew Lost
2/12/2016	**The new baby at your house** (Copy: T 9595)	E 306.875 Cole	$15.89	1/29/2016	Renew Lost
2/12/2016	**The perfect bone** (Copy: T 11073)	F Collins	$10.59	1/29/2016	Renew Lost
2/12/2016	**A rancid little Christmas** (Copy: T 11063)	F Collins	$10.59	1/29/2016	Renew Lost
2/12/2016	**Romancing the Shriek** (Copy: T 11069)	F Auerbach	$10.59	1/29/2016	Renew Lost
2/12/2016	**Things that go bump in the night** (Copy: T 18035)	F Carman	$12.99	1/29/2016	Renew Lost

Renew All

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Los Banos Unified School District

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



Attached is a list of withdrawn titles submitted for board approval.

Date: February 23, 2016

Signature: Tamara Davis

Site: Volta Elementary

Site Principal: Jan Whitehurst
Date

Paula Mastrangelo: Paula Mastrangelo
Date

LBUSD Board of Trustees: _____
Date

Revised: 7/1/12

Library Weeding Log

Volta Elementary Library

From: 8/12/2015 To: 2/23/2016

2/22/2016 - Copies Removed: 1

The High-Rise Private Eyes : the case of the fidgety fox (Removed: 1)

Author: Rylant, Cynthia. LCCN: 2002-23532 Published: 2003

Call Number	Barcode	Price	Acquired	Removed By
E Rylant	T 19277	$8.50	7/28/2003	tdavis

Was Available -- Weeded

2/19/2016 - Copies Removed: 1

Junie B. Jones is not a crook (Removed: 1)

Author: Park, Barbara. ISBN: 0-439-17452-X Published: 2000

Call Number	Barcode	Price	Acquired	Removed By
PB E Park	T 14419	$8.50	3/19/2001	tdavis

Was Available -- Weeded

2/11/2016 - Copies Removed: 1

Horrors of the Black Ring (Removed: 1)

Author: Stine, R. L. ISBN: 0-590-68522-8 (pbk.) Published: 1999

Call Number	Barcode	Price	Acquired	Removed By
F Stine	T 14712	$11.25	3/12/2001	tdavis

Was Available -- Weeded

1/29/2016 - Copies Removed: 2

Big Nate : in a class by himself (Removed: 1)

Author: Peirce, Lincoln. LCCN: 2009-39668 Published: 2010

Call Number	Barcode	Price	Acquired	Removed By
PB F Peirce	T 25072	$8.50	11/18/2010	tdavis

Was Available -- Weeded

Heredity (Removed: 1)

Author: Fradin, Dennis B. LCCN: 87-831 /AC Published: 1987

Call Number	Barcode	Price	Acquired	Removed By
E 575.1 Fradin	T 8601	$12.45	3/20/2004	tdavis

Was Available -- Weeded

1/25/2016 - Copies Removed: 2

Junie B. Jones is a party animal (Removed: 1)

Author: Park, Barbara. LCCN: 97-17320 /AC Published: 1997

Call Number	Barcode	Price	Acquired	Removed By
PB E Park	T 12634	$8.50	4/22/1999	tdavis

Was Available -- Weeded

Tales from a not-so-happily ever after (Removed: 1)

Author: Russell, Rachel Renée. ISBN: 978-1-48142184-3 Published: 2014

Call Number	Barcode	Price	Acquired	Removed By
F Russell	T 26785	$17.93	8/5/2015	tdavis

Was Available -- Deleted

1/20/2016 - Copies Removed: 4

1/20/2016 - Copies Removed: 4

Diary of a wimpy kid (Removed: 1)

Author: Kinney, Jeff. LCCN: 2006-31847 Published: 2007

Call Number	Barcode	Price	Acquired	Removed By
PB F Kinney	T 25075	$8.50	11/17/2010	tdavis

Was Available -- Weeded

Guinness world records, 2001. (Removed: 1)

ISBN: 1-892051-01-X Published: 2000

Call Number	Barcode	Price	Acquired	Removed By
REF 031 Guinness	T 14502	$26.95	10/30/2000	tdavis

Was Available -- Weeded

Guinness World Records, 2005 (Removed: 1)

Author: [managing editor, Claire Folkard]. ISBN: 1-892051-22-2 Published: 2004

Call Number	Barcode	Price	Acquired	Removed By
REF 031 Guinness	T 19905	$20.00	12/29/2004	tdavis

Was Available -- Weeded

Scholastic book of world records (Removed: 1)

Author: Morse, Jenifer Corr. LCCN: 00-30066 Published: 2001

Call Number	Barcode	Price	Acquired	Removed By
PB 031.02 Morse	T 14381	$10.50	3/19/2001	tdavis

Was Available -- Weeded

1/15/2016 - Copies Removed: 1

If you give a pig a pancake (Removed: 1)

Author: Numeroff, Laura Joffe. LCCN: 97-36832 Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
E Numeroff	T 12410	$8.50	3/20/2004	tdavis

Was Available -- Weeded

1/14/2016 - Copies Removed: 1

Dora helps Diego! (Removed: 1)

Author: Driscoll, Laura. LCCN: 2006-9688 Published: 2007

Call Number	Barcode	Price	Acquired	Removed By
E Driscoll	T 20991	$14.95	4/22/2009	tdavis

Was Available -- Weeded

1/13/2016 - Copies Removed: 1

Spacebusters : the race to the moon (Removed: 1)

Author: Wilkinson, Philip, 1955- LCCN: 97-31274 /AC Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
PB E 629.45 Wilkinson	T 13485	$8.50	11/15/1999	tdavis

Was Available -- Weeded

1/12/2016 - Copies Removed: 1

1/12/2016 - Copies Removed: 1

By the shores of Silver Lake (Removed: 1)

Author: Wilder, Laura Ingalls, 1867-1957. LCCN: 52-7529 Published: 1981

Call Number	Barcode	Price	Acquired	Removed By
F Wilder	T 17041	$16.95	12/18/2001	tdavis

Was Available -- Weeded

1/6/2016 - Copies Removed: 1

I spy Fly Guy! (Removed: 1)

Author: Arnold, Tedd. LCCN: 2008-42956 Published: 2009

Call Number	Barcode	Price	Acquired	Removed By
E Arnold	T 25023	$8.50	1/19/2010	tdavis

Was Available -- Weeded

12/15/2015 - Copies Removed: 1

Monster blood III (Removed: 1)

Author: Stine, R. L. ISBN: 0-590-48347-1 Published: 1995

Call Number	Barcode	Price	Acquired	Removed By
PB F Stine	T 9270	$4.50	3/21/1996	tdavis

Was Available -- Weeded

12/9/2015 - Copies Removed: 2

The Frandidate (Removed: 1)

Author: Benton, Jim. LCCN: 2007-50721 Published: 2008

Call Number	Barcode	Price	Acquired	Removed By
F Benton	T 21325	$12.74	3/7/2011	tdavis

Was Available -- Weeded

Ski weekend (Removed: 1)

Author: Stine, R. L. ISBN: 0-671-72480-0 Published: 1991

Call Number	Barcode	Price	Acquired	Removed By
F Stine	T 13071	$15.00	3/20/2004	tdavis

Was Available -- Weeded

12/8/2015 - Copies Removed: 1

Legend of the lost legend (Removed: 1)

Author: Stine, R. L. ISBN: 0-590-56884-1 Published: 1996

Call Number	Barcode	Price	Acquired	Removed By
PB F Stine	T 26030	$3.99	2/23/2012	tdavis

Was Checked Out to Gould, Lincoln (Student: P 5508179) Due 11/26/2015 -- Weeded

12/3/2015 - Copies Removed: 1

Cancer (Removed: 1)

Author: Fradin, Dennis B. LCCN: 87-33790 /AC Published: 1988

Call Number	Barcode	Price	Acquired	Removed By
E 616.99 Fradin	T 8600	$12.45	3/20/2004	tdavis

Was Available -- Weeded

11/17/2015 - Copies Removed: 2

Polar bears past bedtime (Removed: 1)

Author: Osborne, Mary Pope. LCCN: 97-15624 /AC Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
PB F Osborne	T 26341	$6.99	3/7/2014	tdavis

Was Available -- Weeded

Viking ships at sunrise (Removed: 1)

Author: Osborne, Mary Pope. LCCN: 98-23602 /AC Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
PB F Osborne	T 14421	$9.50	3/19/2001	tdavis

Was Available -- Weeded

9/30/2015 - Copies Removed: 1

Big Nate on a roll (Removed: 1)

Author: Peirce, Lincoln. ISBN: 978-0-06-209152-9 Published: 2011

Call Number	Barcode	Price	Acquired	Removed By
PB F Peirce	T 26222	$7.99	4/15/2013	tdavis

Was Available -- Weeded

9/17/2015 - Copies Removed: 1

Oranges (Removed: 1)

Author: Cooper, Jason, 1942- LCCN: 97-13232 Published: 1997

Call Number	Barcode	Price	Acquired	Removed By
E 634 Cooper	T 14219	$13.45	6/15/2000	tdavis

Was Available -- Weeded

9/8/2015 - Copies Removed: 1

Diary of a wimpy kid: : ugly truth (Removed: 1)

Author: Kinney, Jeff. LCCN: 2010-33360 Published: 2010

Call Number	Barcode	Price	Acquired	Removed By
PB F Kinney	T 25136	$8.50	4/12/2011	tdavis

Was Available -- Weeded

8/14/2015 - Copies Removed: 5

El aniversario de Tom Y Jerry (Removed: 1)

Author: Cortes, Marita ISBN: 9-50110606-3 Published: 1987

Call Number	Barcode	Price	Acquired	Removed By
PB 468.6 Cortes	T 6943	$3.95	3/10/1993	tdavis

Was Available -- Weeded

The cat in the hat beginner book dictionary in Spanish. (Removed: 1)

Author: Seuss, Dr. LCCN: 66-8588 Published: 1966

Call Number	Barcode	Price	Acquired	Removed By
SP REF 423 Seuss	T 6619	$15.00	3/30/2001	tdavis

Was Available -- Weeded

Library Weeding Log

Volta Elementary Library

From: 8/12/2015 To: 2/23/2016

8/14/2015 - Copies Removed: 5

La escuela de las hadas (Removed: 1)

Author: Nale Roxlo, Conrado, 1898- ISBN: 9-50581529-8 Published: 1988

Call Number	Barcode	Price	Acquired	Removed By
SP 398.2 Roxlo	T 7721	$10.95	8/6/1993	tdavis

Was Available -- Weeded

Leyendas mexicanas (Removed: 1)

Author: Morales, Rafael. Published: 1958

Call Number	Barcode	Price	Acquired	Removed By
SP 398.4 Morales	T 6109		5/15/2004	tdavis

Was Available -- Weeded

Listos, en sus Marcas, adelante! (Removed: 1)

Author: Peters, Sharon. Published: 1981

Call Number	Barcode	Price	Acquired	Removed By
SP E Peters	T 6163	$10.00	3/9/2004	tdavis

Was Available -- Weeded

From: 8/12/2015 To: 2/23/2016 Total Copies Removed: 31

Deleted: 1, Transferred: 0, Weeded: 30