POSTED: 2-5-16

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, February 11, 2016
6:30 P.M. - Closed Session
7:00 P.M. - Regular Meeting

AGENDA

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

I. OPENING BUSINESS

A. Call Public Session to Order

B. Roll Call of Board Members Present

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

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

1. Student Discipline: Cases # 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).

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**

Mr. Erik Limon, Republic Services, Inc. will be recognized for his $500 donation to the LBUSD Scholarship Fund.

VII. **REPORTS**

A. Student Representative Report
B. Los Banos Teachers' Association Report
C. California School Employees' Association Report
D. Superintendent's Report
    1. Bills signed into law that pertain to school construction in California
E. Facilities Report
F. Board Member Reports

VIII. **OLD BUSINESS**

IX. **NEW BUSINESS**

A. MESA College Road Trip Presentation (Page 6) **10 Min.**

Mrs. Valentina Mascorro, MESA Advisor, and MESA students will provide an informational report on their recent College Road Trip.

B. Budget Guidelines and Budget Assumptions (Page 7) **5 Min.**

It is recommended the Board approve the 2014-15 Budget Guidelines and Budget Assumptions.

Motion By_____Seconded By_____
Proposed Action: Approve

C. CSBA Delegate Assembly Election (Page 16) **5 Min.**

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

Motion By_____ Seconded By_____
Proposed Action: Cast vote

D. CJHS – Furniture & Equipment Piggyback Contracts (Page 22) **5 Min.**

It is recommended the Board adopt the following Resolutions approving the piggyback agreements for the purchase of furniture and equipment for Creekside Junior High School:

1. Resolution #03-16: The Office City: Global (#4400006273)
2. Resolution #04-16: The Office City: Smith System Company (NCPA14-15)
3. Resolution #05-16: Virco: US Communities (#SV-15-0028-13)

E. Declaration of Need (Page 33) **5 Min.**

It is recommended the Board adopt a Declaration of Need through June 30, 2017, certifying there is an insufficient number of certificated personnel who meet District employment criteria.

Motion By_____Seconded By_____
Proposed Action: Adopt Declaration

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. Regular Meeting, January 14, 2016 (Page 37)

B. Personnel Actions
1. Report of Certificated Employment (Page 41)
2. Report of Classified Employment (Page 42)

C. Monthly Fiscal Report (Page 43)

The monthly Fiscal Report is provided for Board information.

D. Certification of Corrective Actions for Audit Findings (Page 51)

It is recommended the Board certify corrective actions taken by the District to correct the 2014-15 audit findings.

E. Comprehensive Safety Plans (Page 69)

It is recommended the Board approve the Comprehensive Safety Plans as submitted by each school site during the 2015-16 school year.

F. Quarterly Investment Report (Page 71)

The December 31, 2015 County Treasury Quarterly Investment Report is provided for information.

G. Contracts/Agreements/Proposals

1. Addendum Agreement, Sullivan Learning Systems, Inc., (Page 96)
2. Indoor Environmental Services (IES), Operations & Maintenance (Page 98)
3. Amended Agreement 2015-16 California State Preschool Program (Page 132)
4. AT&T, wide area network service (Page 136)

H. Overnight/Out-of-State Travel

1. RME 6th Graders, Jack L. Boyd Outdoor School, March 14-18, 2016 (Page138)
2. LBHS Varsity Boys Tennis, Clovis, CA March 4-5, 2016 (Page 139)
3. PHS Seniors, Grad Night, Six Flags Magic Mountain, May 26-27, 2016 (Page 140)

I. Disposal of Obsolete Equipment (Page 141)

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

J. 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: **MESA College Road Trip-Student Over-Night Travel**

REQUESTED ACTION: None

Action _____ Discussion/Information X

RECOMMENDATION:
Members of the School Board approved the travel and participation of the Los Banos Jr. High School MESA students and the JH Advisor (Mrs. Mascorro) to participate in the MESA College Road Trip which took place over Thanksgiving break. LBJHS MESA students visited Northern California universities on November 23-25, 2015 which included tours at UC, Berkeley, CSU, Maritime, Humboldt State, and Stanford University.

BACKGROUND INFORMATION:

The MESA elective course offered at Los Banos Junior High aligns to promoting a college bound atmosphere on our campus. Preparing students for a college and career readiness path is a strong focus at LBJH as our students move onto high school. We also place a focus on preparing students for the A-G pathway in high school. The MESA College Road Trip encourages and motivates MESA students to pursue college, which also aligns to the district focus. The LBJH MESA College Road Trip alternates visiting northern and southern California universities so that students wishing to participate in this trip over the course of two years while attending Los Banos Junior High are exposed to a variety of college campuses.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:
None Identified.

SPECIFIC FINANCIAL IMPACT:
The impact on the site budget to participate in this fieldtrip was minimal as the overnight trip/activities took place on non-instructional days and the cost of the trip is funded through a variety of fundraising efforts by MESA students, parents, and advisors, as well as, paid by participating MESA families.

ORIGINATOR: Deo Brasil-Principal/Valentina Mascorro-MESA Advisor Los Banos Junior High School

Date: February 11, 2016

Board Reference Material

SUBJECT TITLE: **Budget Guidelines and Budget Assumptions**

REQUESTED ACTION: Approve

Action____X____ Discussion/Information_____

RECOMMENDATION:

It is recommended the Board approve the detailed Budget Guidelines and Assumptions in preparation for Budget Development.

BACKGROUND INFORMATION:

The Budget Guidelines and Assumptions have been amended for use in the 2016-17 school year. The Assumptions are based upon the Governor's budget proposal, but may be modified as more information becomes available.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVE/IDENTIFIED OPPOSITION:

None

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

None

ORIGINATOR: Don Laursen, Director of Fiscal Services
DATE: February 11, 2016

Los Banos Unified School District
2016-17
Budget Assumptions

Budget Assumptions are a critical component of comprehensive budget development and are updated annually. Budget assumption updates and revisions are presented to the Board of Trustees in writing each year.

The Budget Guidelines state that separate budget assumptions will be made for each of the following key variables:

- Enrollment
- Average Daily Attendance
- Beginning Balance
- State Deficit
- Revenue
- Expenditures
- Transfers
- Debt
- Ending Balance
- Reserves

Enrollment and Student Demographic Data - Based upon projections in January, and updated during the Spring, these estimates are analyzed and become the basis of budget and staff planning for the budget year. Enrollment data is projected for general education, alternative education, and special education. Projected student enrollment data is replaced by actual student enrollment data as the year progresses and actual enrollment status is included with the 1st and 2nd Interim Reports. Monthly K-12 enrollment reports are provided to the Board of Trustees. The 16-17 enrollment is projected to be 10,701.

Average Daily Attendance (ADA) - General Fund ADA, based upon the enrollment projection, is established in early Spring and updated in June when revised enrollment projections are reviewed. ADA updates are also incorporated into 1st and 2nd Interim Reports to the Board of Trustees. A two year average of the ratio between fall CBEDS enrollment and Second Period (P-2) ADA is the basis used to derive the estimated P-2 ADA, unless declining enrollment exists when more weight will be given to the most current data. If the current year estimated ADA is lower than the prior year, the prior year ADA will be used. The 16-17 ADA is projected to be 10,047.

Beginning Balance - Based upon the most current Working Budget. Audit adjustments, if any, are to be included as soon as known. At a minimum, these dates shall be:

- September Board Meeting. A final update of unaudited beginning balance.
- December Board Meeting: 1st Interim Report, update of projected ending balance.
- February Board Meeting. Report audit adjustments, if any, to beginning balance.
- March Board Meeting. 2nd Interim Report, update of projected ending balance.

Revenue Factors

ADA – Projected to **increase 104** over 2015-16's estimated P-2.

Local Control Funding Formula (LCFF) – We are projecting a **49.08% increase of our targeted gap** in 16-17, based on information from School Services of CA (SSC), and an **Unduplicated Pupil Percentage of 80.0%**.

Federal Revenues – We are projecting **flat federal funding** rates for 16-17.

State Categorical Programs – The Governor's proposed budget provides for a **0.47% COLA** for categorical programs that remain outside LCFF.

Special Education Program – Funding is allocated at the SELPA level and is based upon flat federal funding and a **0.47% COLA** on State funding. These amounts will be adjusted when updated by the SELPA.

New State Funded Programs – New State programs will be budgeted when an award notification is received.

Lottery – Lottery rates are projected to **be unchanged at $181/ADA**.

Mandated Cost – We have elected to take the Mandated Cost Block Grant and are budgeting based on current projections.

Local Revenues are estimated at current year levels and updated when award notifications are received. Donations are budgeted when received.

Interest on Funds on Deposit in County Treasury - Based upon current amounts adjusted for rate estimates provided by SSC.

Tax and Revenue Anticipation Note (TRAN) – The District will not seek one for 16-17 as cash projections indicate one is not needed.

Expenditure Factors

Salary Factors – The District will budget positions authorized by the Board of Education. Salary placement will be per current contractual agreements for certificated and classified bargaining unit members. Management, Supervisory, and Confidential salaries are based upon approved salary schedules and individual employment contract terms and conditions. Annual step and column increases are included for all staff that qualify. Vacant positions are estimated at an average cost. Substitute Teacher, Classified Substitute and Overtime costs will be budgeted based on current projections.

There are no overall salary schedule raises included.

Work Calendars –

- 180 instructional days.
- LBTA – 185 work days.
- CSEA – varies.
- Unrepresented – varies.

Certificated Employees - School Site Personnel - Based upon enrollment projections and employee bargaining unit contract. Sites will be staffed per formula for teachers, counselors, nurses, and administration for regular and alternative education programs.

Certificated Employees – District Office Personnel - Vacancies will be replaced to meet identified needs.

Classified Employees - School Site Personnel – Vacancies will be replaced to meet identified needs.

Classified Employees - District Office Personnel - Vacancies will be replaced to meet identified needs.

Employee Benefits - Statutory benefits are updated for current projections.

- STRS employer rate **increases from 10.73% to 12.58%**.
- PERS employer rate **increases from 11.847% to 13.05%**.
- Workers Comp rate **increases from 1.68% to 1.90%**.

- OPEB Cost is **fully funded** as calculated in the latest actuarial valuation.

Health Benefits - Based upon bargaining unit contract language. These benefits include medical, prescription, dental, vision and life insurance. The District H&W cost **can increase a maximum of 6.5%.**

School Site Supply Allocations – General fund support for the music program is unchanged.

General fund allocations are made to each comprehensive high school for Athletics Supplies and Transportation, and are **increased to $60,000 and $75,000**, respectively. These funds are not available for transfer to other expenditure areas.

A separate allocation is provided for all special education ADA to purchase supplies and materials.

Lottery funds will be allocated utilizing Spring 15-16 enrollments at the following **increased rate: $125.**

At least 25% of lottery funds must be expended for instructional materials, including technology based materials. Using lottery funds, sites are responsible for providing instructional materials/supplies, classroom supplies, equipment, field trips, rentals and repairs, school office and custodial supplies, travel and conference costs, cell phones other than the emergency cell phones, copiers, postage, services and other discretionary operating costs. Lottery funds may not be used for facilities.

Centralized Service Allocations for Unrestricted General Fund purposes – The District participates in the State School Building program and is required to keep its facilities in good repair. The Routine Restricted Maintenance program currently meets these requirements.

Other Expenditure Parameters for Centralized Services - Based upon the following assumptions:

- **Property, Casualty, Liability Insurance:** 16-17 insurer quote
- **Utilities:** Based on current projections
- **Legal Fees:** Based on current projections

Other Cost Factors:

- **Non-Public School Placements** – We will budget at current year levels. These funds are not available for transfer to other Special Education expenditure areas.
- **Excess Payments to County Office for Special Education Program and Transportation** – Based on SELPA projections. We will revise as additional

information is available. These funds are not available for transfer to other Special Education expenditure areas.

Capital Outlay for Unrestricted General Fund purposes – Based upon current needs and available funding.

Transfers - Based on the following parameters:

- **Direct and indirect support cost rate** – Indirect costs will be based upon the **decreased 16-17 rate of 5.87%**; to be applied to all eligible programs of the District, except where lower rates are specified by program.
- **Cafeteria, Child Development** – Will be charged the maximum allowable indirect cost rates applicable to these programs as well as a fair allocation of direct support costs.

Debt Service - Based upon existing District commitments. Any new long-term debt details are unknown at this time.

Ending Balance - based upon the concept that adequate ending fund balances shall be provided to enable the District to maintain reserves as indicated in the reserve section of Budget Assumptions.

General Fund Reserves - based upon the following parameters:

- **Nonspendable** - Revolving Cash, Deposits and Prepaid Expenditures.
- **Assigned** – General Fund Ending Balance assigned for specific purposes
- **Unassigned - 3%** Statutory Reserve for Economic Uncertainty

Los Banos Unified School District
2016-17
Budget Guidelines

1. The budget shall support the goals of the Board of Trustees.

2. A Budget Calendar shall be developed and used as a Planning Guide.

3. Budget Assumptions shall be developed, reviewed and updated on a regular basis. Separate assumptions shall be delineated for each key budget variable:

    - Enrollment
    - Average Daily Attendance
    - Beginning Balance
    - State Budget
    - Revenue
    - Expenditures
    - Transfers
    - Debt
    - Ending Balance
    - Reserves

4. Funds shall be made available in the budget to provide health benefits in accordance with collective bargaining commitments.

5. The minimum General Fund Reserve for Economic Uncertainty of 3% shall be maintained in accordance with state statute.

6. General Fund Categorical and Grant programs, with the exceptions of Special Education, CTE and ROP, shall be self-supporting. Any encroachments that exist will be thoroughly reviewed in order to minimize general fund contributions.

7. General Fund Contributions, i.e. encroachments, shall be contained at or below the prior year levels whenever possible. Identified savings shall be used to reduce the Contribution whenever possible.

8. Direct support and the maximum allowed indirect support charges shall be consistently applied to all applicable programs.

9. Restricted program year-end balances shall be carried forward in accordance with the terms and conditions of the grantor.

10. Provision shall be made to preserve the use and value of existing facilities and equipment through capital improvements and preventative maintenance. The State is requiring compliance with the State School Building Program requirement to expend 3% of our general fund on routine repair and maintenance. The District will continue to apply for all ancillary maintenance funds in order to plan and execute an effective maintenance program for all facilities.

11. When a new goal, project, or program is recommended for authorization, competing interests shall be identified. The impact on current facilities shall also be identified.

12. One-time funding allocations or resources shall not be used for on-going expenditures. Exceptions must be reviewed by the Superintendent.

13. Detailed budget information shall be available for summarization by school site, type of expenditure and program area to allow for ready comparison among these areas and with previous years.

14. Detailed budget information shall be available for the associated salary costs, employee benefit costs and position allocations within each site, department or program area.

15. The budget document shall include financial data from at least two previous years as well as projected current budget data.

16. The budget document shall include a two-year projection beyond the budget year for a total of three years.

17. All funds of the District, such as Child Development, Cafeteria, and Building and Facility funds shall be included in the budget document.

18. Budget information shall be presented to the Board of Trustees for information, review and/or approval at the following times:

- Preliminary Budget (Spring)
- Final Budget (prior to July 1)
- Final Budget Update (within 45 days of the state budget adoption)
- 1st Interim Report (within 45 days following October 31)
- 2nd Interim Report (within 45 days following January 31)

20. Budget and Financial Reports for the General Fund of the District shall be presented to the Board of Trustees monthly.

21. Carry forward appropriations from the prior year shall be presented to the Board of Trustees for review with the 1st Interim Report.

22. Long-Term Debt Obligations of the District shall be reviewed annually with the adopted budget.

23. The Other Post-Employment Benefit (OPEB, or retiree health benefits) trust statements shall be provided to the Board of Trustees quarterly.

24. A 'User Friendly Budget' Document shall be developed and presented to the staff and to the community. This document shall contain budget and fiscal data in clear, understandable language for the public to understand.

Board Reference Material

SUBJECT TITLE: **CSBA Delegate Assembly Election**

REQUESTED ACTION: Cast vote

Action___X___ Discussion/Information_____

RECOMMENDATION:

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

BACKGROUND INFORMATION:

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

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None.

SPECIFIC FINANCIAL IMPACT:

None.

ORIGINATOR: Steve M. Tietjen, Ed.D, Superintendent
Dated: February 11, 2016

csba
California School Boards Association

TIME SENSITIVE, REQUIRES BOARD ACTION
DEADLINE **Tuesday, March 15, 2016**

January 29, 2016

TRANSMITTAL

To: All Board Presidents and Superintendents
CSBA Member Boards of Education

From: Charlyn Tuter, Program Manager

Re: 2016 CSBA Delegate Assembly Election
U.S. Postmark Deadline – Tuesday, March 15, 2016

Enclosed in this mailing you will find the following:

- Memo from CSBA President Chris Ungar
- Return envelope U.S. Postmark Deadline – Tuesday, March 15, 2016
- Red ballot to be signed by Superintendent or Board Clerk
- List of the current Delegates in your region (reverse side of ballot)
- Copy on white paper of the red ballot for insertion in board packets
- Copies of each candidate's biographical sketch and optional résumé, if provided

Please do not hesitate to contact me at (800) 266-3382 ext. 3281 should you have any questions.

Thank you.

Enclosures

csba
California School Boards Association

TIME SENSITIVE, REQUIRES BOARD ACTION
DEADLINE **Tuesday, March 15, 2016**

January 29, 2016

MEMORANDUM

To: All Board Presidents and Superintendents
CSBA Member Boards of Education

From: Chris Ungar, President

Re: 2016 CSBA Delegate Assembly Election
U.S. Postmark Deadline – Tuesday, March 15, 2016

Enclosed is the ballot material for election of a representative to the CSBA Delegate Assembly from your region or subregion. The material consists of the ballot (on red paper), required candidate biographical sketch form, and if submitted, résumé for each candidate. In addition, we are including a "copy" of the ballot on white paper so that it may be included in board agenda packets, if you choose to do so. **Only the ballot on red paper is to be completed and returned.**

The board as a whole may vote for up to the number of vacancies in the region or subregion as indicated on the ballot. For example, if there are three vacancies in the region or subregion, the board may vote for up to three individuals. Regardless of the number of vacancies, each board may cast no more than one vote for any one candidate. (The ballot also contains a provision for write-in candidates; their name and district must be clearly printed in the space provided.)

The ballot must be signed by the Superintendent or Board Clerk and returned in the enclosed envelope; if the envelope is misplaced, you may use your district's stationery; please write **DELEGATE ELECTION** prominently on the envelope with the region or subregion number on the bottom left corner. **Ballots must be postmarked by the U.S. Post Office on or before Tuesday, March 15, 2016.** ***No exceptions are allowed.***

Election results will be available no later than Friday, April 1. If there is a tie vote, a run-off election will be held. All re-elected and newly elected Delegates will serve two-year terms beginning April 1, 2016 – March 31, 2018. The next meeting of the Delegate Assembly is on Saturday, May 14 – Sunday, May 15 at the Hyatt Regency in Sacramento.

The names of all Delegates will be available on CSBA's website no later than Friday, April 1. Please do not hesitate to contact Charlyn Tuter in the Leadership Services Department at (800) 266-3382 ext. 3281 should you have any questions. Thank you.

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office no later than **TUESDAY, MARCH 15, 2016**. Only ONE Ballot per Board. Be sure to mark your vote "**X**" in the box.
A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.

OFFICIAL 2016 DELEGATE ASSEMBLY BALLOT
SUBREGION 8-D
(Merced County)

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

Delegates will serve two-year terms beginning April 1, 2016 – March 31, 2018

**denotes incumbent*

☐ Greg Opinski (Merced Union HSD)

Provision for Write-in Candidate Name *School District*

COPY

Signature of Superintendent or Board Clerk *Title*

School District/COE Name *Date of Board Action*

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

Region 8 – Matthew Balzarini, Director (Lammersville Joint USD)
14 Delegates (12 elected/2 appointed)

Below is a list of all the current Delegates from this Region.

Subregion A
Gloria J. Allen (Stockton USD), appointed term expires 2016
Sam Fant (Manteca USD), term expires 2016
Kathleen Garcia (Stockton USD), appointed term expires 2017
Ron Heberle (Lodi USD), term expires 2017
George Neely (Lodi USD), term expires 2017
Van-Ha To-Cowell (Lincoln USD), term expires 2016
Ralph M. Womack (Lodi USD), term expires 2016

Subregion B
Zerrall McDaniel (Calaveras USD), term expires 2017

Subregion C
Eileen Hamilton (Turlock USD), term expires 2017
Faye Lane (Ceres USD), term expires 2016
Cynthia (Cyndi) Lindsey (Sylvan Union ESD), term expires 2017

Subregion D
Adam Cox (Merced City ESD), term expires 2017
Kelly Thomas (Winton SD), term expires 2016

County Delegate
Vacant, term expires 2016

Counties

San Joaquin (Subregion A)
Amador, Calaveras, Tuolumne (Subregion B)
Stanislaus (Subregion C)
Merced (Subregion D)

csba
California School Boards Association

2016 Delegate Assembly Candidate Biographical Sketch Form

DUE: Thursday, January 7, 2016

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

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

Name: Greg Opinski CSBA Region-subregion #: 8-D

District or COE Name: Merced Union High School District Years on board: 1

Profession: Building Contractor Contact Number: 209-384-2851 E-mail: gopinski@opdevelopment.net

Are you a continuing Delegate? ☐Yes ☒No If yes, how long have you served as a Delegate?_____

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

I am new to the School Board, However I have worked with School Districts for over 25 years on the construction side. I am interested in understanding the "Big" picture about how to educate our kids. My desire is to make a difference in Technical Education ie; construction, framing, electrical, plumbing, welding, public speaking and business classes. I just don't see enough being done to get our kids ready for a job in the "Trades" and/or hopefully a business owner. We desperately need this in our schools .

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

I am a business owner. I bring that perspective to the Board. Boards should be diversified and I'm trying to help with that area. I have served on multiple Church Boards and was very active with all of my four sons athletic activities. I also belong to Merced Boosters Ca business group, that is active with our political leaders to help develop Merced. Examples are: bringing UC Merced, Walmart Distribution Center, UC Business Center to town. I have no previous experience with CSBA.

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

Providing the education and facilities needed to get our kids ready for jobs/Business ventures. Also the shift away from allowing our teachers to teach. Technology is creating a decline in our kids ability to communicate with adults. our kids are losing their ability & desire to interact with our instructors. Our kids may acquire knowledge easier through computers but to succeed in life you must be successful at interacting with people. We need to find a balance. We also need to ensure poor Districts, such as Merced County School District, get the funding they need to educate our kids. Most of our children already come from poor households and need a proportionately higher funding to help balance the scales.

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

Signature: _____ *Date:* 11-23-15

Board Reference Material

SUBJECT TITLE: **Creekside Junior High School- Furniture & Equipment Purchase**

REQUESTED ACTION: Adopt Resolution

Action__X__ Discussion/Information_____

RECOMMENDATION:

It is recommended the Board adopt Resolutions #03-16, #04-16, and #05-16 approving the purchase of school furniture and equipment for Creekside Junior High School through piggyback agreements.

BACKGROUND INFORMATION:

After thorough review of prices and quality, three vendors, two of which are local, were elected as furniture and equipment providers for Creekside Junior High School. The District will piggyback on the following contracts:

Resolution #03-16	The Office City: Global (#4400006273) and
Resolution #04-16	The Office City: Smith System Company (NCPA14-15)
Resolution #05-16	Verco: US Communities (#SV-15-0028-13)

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):

These agreements will allow the Los Banos Unified School District to purchase furniture for Creekside Junior High School with significant discounts.

ORIGINATOR: Carolina Moreno, Principal, Creekside Junior High School
Date: February 11, 2016

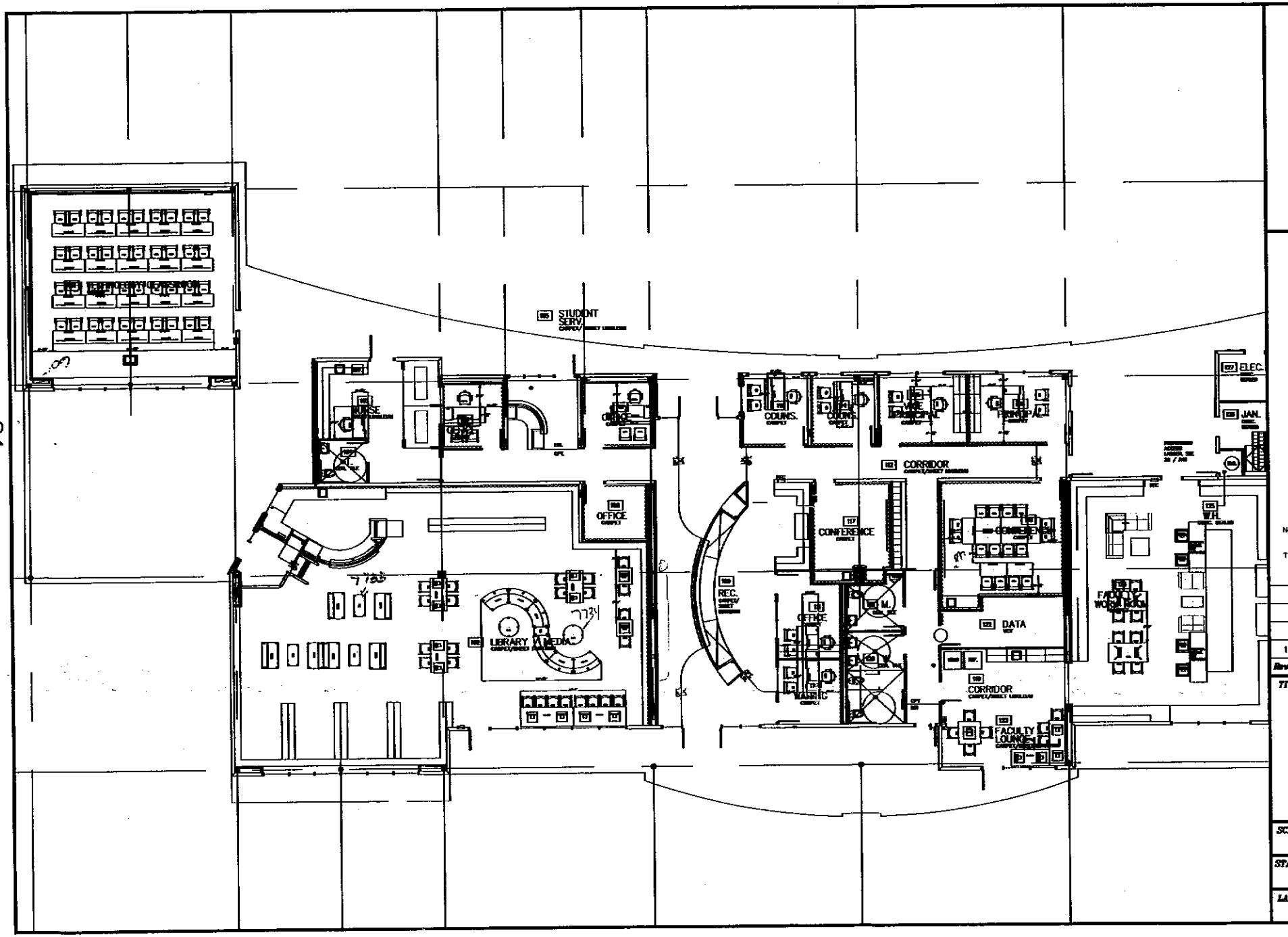
Creekside Junior High School
Los Banos Unified School District

Item	Total Quantity	[redacted]	[redacted]	[redacted]	
Tables (desks)	573	234.68	337	201	[redacted]
Chairs (18")	1168	56.25	59.9	76.45	[redacted]
Teacher desk	45	969.9	578	500	[redacted]
Teacher/admin task chairs	50	154	211.6	199	[redacted]
Individual Desks	25	112.57	94.38	170	[redacted]
Filing Cabinet	46	571.45	239	188	[redacted]
Stools	35	55.97	49.45	27	[redacted]
Bookself	51	721.22	129	190	[redacted]
Conference/Community rm Ta	28	438.84	601.7	579.8	[redacted]
Modesty panels	28			60.32	[redacted]
six slopping shelf book truck	2	336.44	279	315.45	[redacted]
Filling lateral Cabinets	6	1085.02	699	677.56	[redacted]
Chairs (confernce/tech room	80		216.7	248	[redacted]
Folding tables	10	316.41	149.5	66	[redacted]
Art rack, paper roll	1	750.8	649		[redacted]
Chair truck, storage cart-chairs	2	392.5	279	259	[redacted]
folding chairs	160	21.25	18.99	22	[redacted]
Table truck	1	276.75			[redacted]
Cafeteria tables	80		435.61	588	[redacted]
Admin/nurse Desks	7		659	662.48	[redacted]
Prinicpal/VP	2			923	[redacted]

Staff Lounge & work room				17096.04	[redacted]
Library			26,794.00	28,574.52	[redacted]

Nota Std Chairs (Band)	160	14,080.00
Riser, 3 step, 4018 charcoal	6	4,626.00
Move & store cart	4	1,372.00
Touramasster Siderail, set of 2	1	476.00
$'back rail	6	1,902.00
		22,456.00

[redacted]	
[redacted]	
Total:	374,623.24



24

Note: Drawn to dealer spec
overall room dimens

This rendering is being prov
product
Global Industries,

1	1.19.16	LS	
Rev.#:	Date:	By:	

TITLE:

THE
LOS

10

SCALE:
NTS

STATION COUNT: OFFI

LAYOUT NAME:

Los Banos Unified School District
Resolution No. 03-16

Authorizing Acquisition of Furniture.

WHEREAS, the Governing Board of the Los Banos Unified School District has determined that a need exists for the acquisition of furniture to provide needed service areas in educational programs; and

WHEREAS, the governing board of a school district may under section 20118 of the California Public Contract Code, without advertising for bids, if the board has determined it to be in the best interest of the district, authorized by contract, lease, requisition or purchase order, any public corporation or agency to lease data processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, services and other personal property for the district in the manner in which the public corporation is authorized by law to lease or purchase; and

WHEREAS, the Board of the District has determined that it is in the best interest of the District to authorize the acquisition of school furniture under the piggyback contract for the Property procured by Fairfax County awarded under the piggyback contract awarded to Global (#4400006273) on September 28, 2015.

NOW, THEREFORE, the Board hereby finds, determines, declares, and resolves as follows:

Section 1. All of the recitals set forth above are true and correct and the Board so finds and determines.

Section 2. The Board hereby finds and determines the acquisition of furniture under the Piggyback Contract pursuant to the Public Contracts section 20118 to be in the best interest of the District.

Section 3. The Superintendent or Superintendent designee is hereby authorized and directed to do any all things and to execute and deliver any and all documents which they may, in consultation with legal counsel, deem necessary or advisable in order to consummate this transaction and otherwise carry out, give effort to and comply with the terms and intent of this Resolution.

Section 4. This Resolution shall be effective as of the date of its adoption.

APPROVED, passed and adopted by the Governing Board of the Los Banos Unified School District, Merced County, State of California, this 11th day of February, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Fairfax County

Office Furniture & Related Products Contract

Global Contract #4400006273
Contract Period: 9/28/15 8/31/20
Scope: Global, GLOBALcare & OTG
Pricing: Current Price Lists (Global 10/1/13; GC 10/1/13; OTG 3/1/15)

GLOBAL

Discounting for Global, GLOBALcare & OTG products

Delivery Fulfillment	Discount off List
Dock Delivered	55%
Delivered & Installed	48% ✓

Ordering Instructions:
Purchase Orders may be submitted to the Dealer, or directly to Global in care of the Dealer of Record:
Global
17 West Stow Road, PO Box 562
Marlton, NJ 08053
c/o [Servicing Dealer's name] (name only, no dealer address)

Ordering Fax: (856) 552-1054
Contact Phone: (856) 596-3390
E-mail: contracts@globalindustries.com
Must note Global Contract #4400006273 on the order.

This contract includes a nationwide piggybacking and may be used by any public sector or non-profit organization in the US.

Freight:
- Small-shipment handling charges may not be applied.

Service Rates
- Design Fees: $70.00/hour
- Storage Fees: $1.50/sq. ft. per week

GLOBAL think global™

www.globaltotaloffice.com

Information is as accurate as possible at the time of posting. Information is subject to change at any time without notice. Errors and omissions are subject to correction.

Los Banos Unified School District
Resolution No. 04-16

Authorizing Acquisition of Furniture.

WHEREAS, the Governing Board of the Los Banos Unified School District has determined that a need exists for the acquisition of furniture and equipment to provide needed service areas in educational programs; and

WHEREAS, the governing board of a school district may under section 20118 of the California Public Contract Code, without advertising for bids, if the board has determined it to be in the best interest of the district, authorized by contract, lease, requisition or purchase order, any public corporation or agency to lease data processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, services and other personal property for the district in the manner in which the public corporation is authorized by law to lease or purchase; and

WHEREAS, the Board of the District has determined that it is in the best interest of the District to authorize acquisition of school furniture and equipment under the piggyback contract for the Property procured by the Region XIV Education Service Center awarded to Smith System Manufacturing Company (NCPA14-15) on October 1, 2015.

NOW, THEREFORE, the Board hereby finds, determines, declares, and resolves as follows:

Section 1. All of the recitals set forth above are true and correct and the Board so finds and determines.

Section 2. The Board hereby finds and determines the acquisition of furniture under the Piggyback Contract pursuant to the Public Contracts section 20118 to be in the best interest of the District.

Section 3. The Superintendent or Superintendent designee is hereby authorized and directed to do any all things and to execute and deliver any and all documents which they may, in consultation with legal counsel, deem necessary or advisable in order to consummate this transaction and otherwise carry out, give effort to and comply with the terms and intent of this Resolution.

Section 4. This Resolution shall be effective as of the date of its adoption.

APPROVED, passed and adopted by the Governing Board of the Los Banos Unified School District, Merced County, State of California, this 11th day of February, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

SMITHSYSTEM
P.O. Box 860415 Plano, Texas 75086
(972) 398-4050 Fax (972) 398-4051
1-800-328-1061

NCPA Contract

Contract number:	NCPA14-15
Expiration date:	10/31/2018
Discount to end user:	NCPA - 2015 Price list 35%-for delivery 25%-for install
Discount to Dealer:	Standard Discount off current list price*.

Freight included in the cost of the items and the Dealer is responsible for the freight charges.

Dealer will receive the difference between the end users price and their standard discount less freight charges.

Purchase order should be sent to Smith System from the end user referencing the Dealer of Record.

Dealers please ask the end user to send you a copy of the purchase order so you can follow the order for them.

Smith System must approve new dealers and have them added to the contract.

Approved dealers:
AL- Contrax & Terrell,
AK-Saxton Bradley
AZ-Arizona School Furn, Contrax & Coyote
AR- Contrax, Moser, Unity Education Resources,
CA-Contrax, CallTanny, Peninsula Business Int., Office City, One Workplace, Pivot Int , Demco, Tangram
CT- Red Thread,
DE- Brennan Office
FL Contrax, Library Int.
GA-Contrax, GA Institutional Furnishings & Russell Venture, Georgia Specialty Equip
ID-Contrax,
IL-LMC, Midwest Office Business Office System, Contrax, Warehouse Direct, Widmer Interiors, Illini, Frank Cooney, Demco
IA-Contrax,
IN- Lee Company
KS- Scott Rice, SSI, KS Contract Designs,
KY- Tom Sexton, US Specialtys
LA-Unity, Ensemble,
ME- Red Thread
MA- Proacademy, Red Thread
MI-Interphase Inc, Dew-EL Corporation, Interstate, Wiser
MO-Corporate Interiors,
MN- Intereum, Contrax, Lowery, Henricksen
MT- 360 office

Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Thursday, October 1st, 2015

Smith System Manufacturing Company
ATTN: Lorrie Skwarek
1714 E. 14th Street
Plano, TX 75074

Dear Lorrie:

Region XIV Education Service Center is happy to announce that Smith System Manufacturing Company has been awarded an annual contract for Furniture based on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on October 31st, 2018. The contract can be renewed annually for an additional five years, if mutually agreed on by Region XIV ESC and Smith System Manufacturing Company.

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

Ronnie Kincaid

Ronnie Kincaid
Region XIV, Executive Director

Los Banos Unified School District
Resolution No. 05-16

Authorizing Acquisition of Furniture.

WHEREAS, the Governing Board of the Los Banos Unified School District has determined that a need exists for the acquisition of furniture and equipment to provide needed service areas in educational programs; and

WHEREAS, the governing board of a school district may under section 20118 of the California Public Contract Code, without advertising for bids, if the board has determined it to be in the best interest of the district, authorized by contract, lease, requisition or purchase order, any public corporation or agency to lease data processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, services and other personal property for the district in the manner in which the public corporation is authorized by law to lease or purchase; and

WHEREAS, the Board of the District has determined that it is in the best interest of the District to authorize acquisition of school furniture and equipment under the piggyback contract for the Property procured by the San Diego Unified School District awarded to US Communities (#SV-15-0028-13) on January1, 2015.

NOW, THEREFORE, the Board hereby finds, determines, declares, and resolves as follows:

Section 1. All of the recitals set forth above are true and correct and the Board so finds and determines.

Section 2. The Board hereby finds and determines the acquisition of furniture under the Piggyback Contract pursuant to the Public Contracts section 20118 to be in the best interest of the District.

Section 3. The Superintendent or Superintendent designee is hereby authorized and directed to do any all things and to execute and deliver any and all documents which they may, in consultation with legal counsel, deem necessary or advisable in order to consummate this transaction and otherwise carry out, give effort to and comply with the terms and intent of this Resolution.

Section 4. This Resolution shall be effective as of the date of its adoption.

APPROVED, passed and adopted by the Governing Board of the Los Banos Unified School District, Merced County, State of California, this 11th day of February, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

ORIGINAL

H.62.
10/14/14
RFP SV-15-0028-13

AGREEMENT PAGES

THIS AGREEMENT is entered into by and between the **SAN DIEGO UNIFIED SCHOOL DISTRICT**, a California Public School District hereinafter "District" and Virco Inc., "Contractor".

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

1. **The Work.** Contractor shall perform and render all services as prescribed and required by the Instructions to Contractor, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, Contractor's Best and Final offer and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

EDUCATION, CLASSROOM, MISCELLANEOUS SUPPORT FURNITURE AND RELATED PRODUCTS AND SERVICES

2. **Contract Term.** The term of this Agreement shall be from **JANUARY 1, 2015** through **DECEMBER 31, 2017**, and any authorized renewal terms. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement and any renewal terms. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted, and paid for by District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of this Agreement.

3. **Compensation.** Contractor shall be compensated for the performance of its obligations under this Agreement as specified in the executed Price Proposal and/or Contractor's Best and Final Offer, incorporated herein by reference.

   The District's payment of the Contract Price shall be in accordance with the Contract Documents.

4. **Non-Funding.** Notwithstanding any other provision to the contrary, if for any fiscal year of this Agreement the Board of Education for any reason fails to appropriate or allocate funds for future payments under this Agreement, the District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated and allocated.

5. **Termination.** This Agreement may be terminated by the District upon thirty (30) days written notice to Contractor. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to the District under this Contract.

6. **Method of Payment.** Contractor will be paid upon receipt and acceptance of materials, supplies and services specified by Purchase order. For prompt payment, billing must be made according to the method outlined in the Special Conditions, paragraph 3 "Invoicing."

7. **The Contract Documents.** The documents forming a part of the Contract Documents consist of the following, all of which are component parts of the Contract Documents, and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

Instructions to Proposers	Proposal
Non-Collusion Declaration	Agreement

References
Drug-Free Workplace Certificate
Special Conditions
Contractor's Technical Proposal

General Conditions
Scope of Work/Specifications
Proposal Addenda Nos. 1 and 2
Contractor's Price Proposal/Best and Final Offer

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements or representations not specified in this Agreement. Contractor, by execution of the Agreement, acknowledges Contractor has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

9. **Authority to Execute.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

CONTRACTOR

By: Patricia L. Quinones
(Signature)

Patricia L. Quinones
(Type or Print Name)

Title: Vice President - Logistics and Marketing Services

Date: July 14, 2014

SAN DIEGO UNIFIED SCHOOL DISTRICT

By: Arthur S. Hanby

Arthur S. Hanby, Jr., CPPO, C.P.M., CPPB, A.P.P

Title: Strategic Sourcing and Contracts Officer

Date: 10/31/2014

Contractor Name Virco Inc.

Address: PO Box 5000

City State, Zip: Conway, AR 72033

Telephone: 800-448-4726 **FAX:** 800-396-8232 **Email:** orders@virco.com

APPROVED AS TO FORM AND LEGALITY	APPROVED IN A PUBLIC MEETING OF THE BOARD OF EDUCATION OF THE SAN DIEGO UNIFIED SCHOOL DISTRICT
Date: 9-23-14	Date: 10/14/14
Sandra T. M. Chong, Assistant General Counsel II SAN DIEGO UNIFIED SCHOOL DISTRICT	Cheryl Ward, Board Action Officer SAN DIEGO UNFIED SCHOOL DISTRICT BOARD OF EDUCATION

Board Reference Material

SUBJECT TITLE: Declaration of Need for Fully-Qualified Teachers

REQUESTED ACTION: Adopt

Action X **Discussion/Information_____**

RECOMMENDATION:

It is recommended the Board adopt a Declaration of Need through June 30, 2017, certifying that there are an insufficient number of certificated personnel who meet District specified employment criteria for designated positions.

BACKGROUND INFORMATION:

The Commission on Teacher Credentialing requires school districts to annually identify teaching positions for which fully credentialed educators will not be available. Without this Declaration of Need, the District cannot hire emergency permit holders in the identified areas.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None at this time.

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

None

ORIGINATOR: Pat Atkins, Assistant Superintendent, HR
Date: February 11, 2016

State of California
Commission on Teacher Credentialing
Certification, Assignment and Waivers Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

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

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

☒ Original Declaration of Need for year: 2016/2017

☐ Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Los Banos Unified School District District CDS Code: 65755

Name of County: Merced County County CDS Code: 24

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will m ake a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 02 /11 /16 certifying that there is an insufficient number of certificated persons who meet the district' s specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

▶ ***Enclose a copy of the board agenda item***

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2017.

Submitted by (Superintendent, Board Secretary, or Designee)

Patrick Atkins		Assistant Superintendent
Name	*Signature*	*Title*
209-826-6810	209-826-3801	02/21/2016
Fax Number	*Telephone Number*	*Date*

1717 S 11th Street, Los Banos, California 93635
Mailing Address

patkins@losbanosusd.k12.ca.us
EMail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____ ____/ ____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency 's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, 2016.

▶ ***Enclose a copy of the public announcement***

Submitted by Superintendent, Director, or Designee:

Name	*Signature*	*Title*
Fax Number	*Telephone Number*	*Date*
Mailing Address		
EMail Address		

▶ *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	**Estimated Number Needed**
☒ CLAD/English Learner Authorization (applicant already holds teaching credential)	4
☐ Bilingual Authorization (applicant already holds teaching credential)	
List target language(s) for bilingual authorization: _____	
☒ Resource Specialist	5
☐ Teacher Librarian Services	
☐ Visiting Faculty Permit	

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	10
Single Subject	12
Special Education	8
TOTAL	30

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to **www.cde.ca.gov** for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved intern program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? ☒ Yes ☐ No

If no, explain. _____

Does your agency participate in a Commission-approved college or university intern program? ☒ Yes ☐ No

If yes, how many interns do you expect to have this year? 20

If yes, list each college or university with which you participate in an intern program.

Stanislaus State, Fresno State, San Joaquin of Education, National University,
Phoenix University, Brandman University, Fresno Pacific

If no, explain why you do not participate in an intern program.

LOS BANOS UNIFIED SCHOOL DISTRICT
MINUTES OF THE REGULAR MEETING
OF THE BOARD OF EDUCATION
January14, 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 #3066770417, # 5067579622 (Action)
2. Parental Request for Early Graduation for Crossroads Alternative Ed students: #4110141870, #7072599216, #5495930166, #5069459272 (Action)
3. Leave Extension Request, classified employee (Section 54957) (Action)
4. 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).

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

The audience was led in a pledge to the flag by Mr. Norm Betteridge, followed by a moment of silence in memory of Rosemary Holguin, Classified Instructional Aide. — Pledge to Flag

On motion by Member Mueller, seconded by Member Jones, Trustees approved the agenda as submitted with corrections to the San Luis High School/Crossroads calendars. Ayes: Areias, Duffy, Falasco, Jones, Mueller, Parreira, Smith; Noes: 0; Absent: 0. Motion carried. — Approval of Agenda

None — Public Forum

Dr. Tietjen introduced Dr. Steven Gomes, County Superintendent of Schools and Ms. Christie Hendricks, MCOE, Assistant Superintendent, Early Education Department, who presented Ms. Jennifer Rocha, LBUSD Preschool Program with a Quality Counts Ratings Award. Ms. Rocha presented a brief power point highlighting the pre-school program. Erik Limon, Republic Services, Inc. was recognized for his $500 donation to the LBUSD Scholarship Fund. Mr. Alan Evans, Mangini Associates Inc., was recognized for their $1000 donation to the LBUSD Scholarship Fund. Dr. Tietjen recognized the Annual ACSA Administrator of the Year Award winners; Ms. Deolinda Brasil, Principal Los Banos Junior High, Charter Level Administrator of the Year and Mr. Pat Atkins, Assistant Superintendent Human Resources, Regional Administrator of the Year. — Recognition/ Introductions

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

No Report — LBTA Report

No Report — CSEA Report

Dr. Tietjen asked that any Board member interested in attending the CSBA Masters in Government Program contact the District office. Dr. Tietjen reported on the meetings between the CAC and District stating that written records of future meetings will continue to be reported to the Board. — Superintendent's Report

Mr. Allen Evans, project superintendent from the Architect firm of Mangini & Associates, came forward and provided an update on Creekside Junior High and the addition to Mercey Springs Elementary. — Facilities Report

Mr. Jones congratulated LBHS Girls Basketball team and wished everyone a Happy New Year, Mr. Falasco – no report, Mr. Areias commented on what a busy time of year it was at the District Office. He reported that he recently attended the CAC meeting, the Finance Committee meeting and the Facilities Committee meeting. He also said that he had met with the auditors to review the audit report being presented tonight. He stated that the Mercey Springs edition will definitely be needed with all of the new homes being built in Los Banos. He reported that he recently visited the Creekside Junior High construction site and was very impressed with the progress being made. He stated that he was confident that the project will be completed on time. He also attended the San Luis High School recruitment Day and complemented the staff there. Ms. Smith reported that she attended LBHS SSC meeting and that there is a lot of progress being made and thanked Mr. Gurgen for all of his hard work. She reported that she will be attending 6th grade camp as the camp nurse in March. Mr. Mueller wished everyone a Happy New Year and congratulated LBHS FFA on receiving the grant to help fund their department. Mrs. Duffy wished everyone a Happy New Year and welcome everyone back. Mr. Parreira also wished everyone a Happy New Year. — Trustee Reports

Los Banos High School FFA students, President Alex Marquez and Reporter Taylor Torongo reported on their various activities as well as their recent National Convention and Washington D.C. Leadership trip. — LBHS FFA Report

Auditors from Jeanette L. Garcia & Associates presented the 2014-15 Audit Report. On a motion by Member Mueller, seconded by Member Areias, Trustees accepted the 2014-15 Audit Report. Ayes: Areias, Duffy, Falasco, Jones, Mueller, Parreira, Smith; Noes: 0; Absent: 0. Motion carried. — Audit Report

Mr. Paul Enos and Ms. Paula Mastrangelo provided a report on the Local Control Accountability Plan (LCAP). — LCAP Report

On a motion by Member Mueller, seconded by Member Falasco, Trustees approved the job description for Bilingual English Language Development and Family Services Coordinator. Ayes: Areias, Duffy, Falasco, Jones, Mueller, Parreira, Smith; Noes 0; Absent: 0. Motion carried. — Job Description

Dr. Tietjen asked if Trustees would be willing to move forward with a Lease Lease Back agreement to complete the MSE addition project. Mr. Jones stated that he would be in favor of a Lease Lease Back agreement only if it is written in the agreement that the contractor will hire 50% local employees for the project. Mr. Falasco stated that he would like to see the agreement read that the contractor would attempt to hire local employees, rather than make it mandatory. Ms. Patricia Ramos Anderson suggested the agreement include language that includes the labor force be — MSE Expansion Piggyback Contract

from this area. It was agreed that an action item would be placed on the February 4· 2016 Special Board Meeting Agenda to approve a Lease Lease Back agreement. On a motion by Member Falasco, seconded by Member Jones, Trustees adopted Resolution #02 -16 to approve that the District enter into a "piggyback" agreement with JTS Modular to build the necessary modular classrooms at MSE.

Mr. Parreira opened a public hearing on the Mercey Springs CEQA Addendum at 8:38 p.m. No one came forward and the hearing was closed at 8:39 p.m. On a motion by Member Jones, seconded by Member Mueller, Trustees adopted Resolution # 01-16 to approve the CEQA Addendum review by CDE, the Mitigation Monitoring and Reporting Plan. Ayes: Areias, Duffy, Falasco, Jones, Mueller, Parreira, Smith; Noes 0; Absent: 0. Motion carried.

MSE CEQA Addendum

On motion of Member Mueller, seconded by Member Falasco, Trustees approved the Consent Calendar as submitted. Areias, Duffy, Falasco, Jones, Mueller, Parreira, Smith; Noes 0; Absent: 0. Motion carried.

CONSENT CALENDAR

Trustees approved minutes of the regular meeting held on December 10, 2016.

Minutes

Certificated Appointment: No activity; Released: Tejada-Cochran, Kimberly – Special Day Class, RME –effective 12/31/15; Resigned: Fuentes, Christina – Counselor, LBHS – effective 12/31/15;Extra Duty: Maria Andrews, Technology Coach, LBE, Jaclyn Silva, Technology Coach, LBE, Christina Sousa, Technology Coach, LBE, Mike Thurlow, Boys Varsity Volleyball Coach, PHS; Classified New Hires: Carlos, Emma – PHS, Bilingual Instructional Aide (6.0 Hrs), Sanchez, Yvette – LEAP, Instructional Aide (4.5 Hrs), Torres Ortiz, Paola – LEAP, Instructional Aide (4.5 Hrs), Valencia, Julie – LBJH, Behavior Support Aide (6.0 Hrs), Zavala Vargas, Yvette – LBHS, Bilingual Instructional Aide (6.0 Hrs), Appointments: Trejo, Rosa – WUES, Crossing Guard (1.0 Hr), Promotional: Noriega, Alejandro – LBE, Instructional Aide I (6.0 Hrs), Soliz, Desiree – WUES, Instructional Aide (5.5 Hrs), Resigned: Franco, Antoinette – SS, Behavior Support Aide – Effective 12/18/15, Nelson, Nathan – LEAP, Instructional Aide – Effective 12/31/15,Williams, Summer – WUES, Instructional Aide – Effective 12/31/15, Deceased: Holguin, Rosemary – LEAP, Instructional Aide

Personnel Actions

The monthly Fiscal Report was submitted for Board information.

Fiscal Report

Trustees approved the 2016-17 Budget Calendar.

2016-17 Budget Calendar

Trustees approved the October/December 2015 Williams Complaint Summary as submitted.

Williams Complaint Summary

Trustees approved the donations to the LBUSD Scholarship Fund from January 1 through December 31, 2015.

Donations

Trustees approved the following agreements/contracts:

1. Agreement, Mangini Associates Inc., SLHS Alternative Ed Project
2. Educational Management Solutions (EMS) Contract, classified job study
3. Naviance, Counselor/Student Software Program

Agreements/ Contracts

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

1. MSE 6th Graders, Jack L. Boyd Outdoor School, May 17-20, 2016
2. HME 6th Graders, Jack L. Boyd Outdoor School, May 17-20, 2016
3. LBHS Choir, Choral Festival, San Luis Obispo, CA, Mar.7-9, 2016
4. HME Teachers, SDE Conference, Seattle, WA, March 2-4, 2016
5. CE Teachers, Kagan iPad Conference in Las Vegas, Nevada on Feb. 13-15, 2016
6. LBHS Boy's Golf, AT&T Pro-AM Tournament, Pebble Beach, CA, Feb. 10-14, 2016
7. Dr. Tietjen and Min Yuan, Guangdong University for Foreign Studies, China, TBD

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 Cases #3066770417, # 5067579622 On motion by Member Areias, seconded by Member Mueller, Trustees expelled the students for the remainder of the 2015-16 school year. Ayes: Areias, Duffy, Falasco, Jones, Mueller, Parreira, Smith; Noes 0; Absent: 0. Motion carried. — Reporting Closed Session Action

On motion by Member Jones, seconded by Member Mueller, Trustees approved the request for early graduation, for Crossroads Alternative Ed. student #4110141870, #7072599216, #5495930166, #5069459272. Ayes: Areias, Duffy, Falasco, Jones, Mueller, Parreira, Smith; Noes 0; Absent: 0; Motion carried.

On motion by Member Falasco, seconded by Member Jones, Trustees approved the leave extension request with medical benefits until June 30, 2016 for classified employee #1071. Ayes: Areias, Duffy, Falasco, Jones, Mueller, Parreira; Noes: 0; Absent 0. Motion carried.

The meeting was adjourned by Mr. Parreira at 8:48 P.M. — Adjournment

_____

SECRETARY

LOS BANOS UNIFIED SCHOOL DISTRICT
DIVISION OF HUMAN RESOURCES

Pat Atkins, Area Administrator

REPORT OF CERTIFICATED EMPLOYMENT
FOR BOARD APPROVAL – February 2016

APPOINTMENT:
Magallanes, Jose – Counselor, LBHS – effective 01/13/2015

RESIGNED:

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

APPOINTMENTS:

RESIGNED:

LOS BANOS UNIFIED SCHOOL DISTRICT
DIVISION OF HUMAN RESOURCES

Pat Atkins, Assistant Superintendent

REPORT OF CLASSIFIED EMPLOYMENT
FOR BOARD APPROVAL – February 11, 2016

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)

Appointments:

Promotional:
Gonzales, Geovanna – RME, Secretary II (8.0 Hrs)

Retired:

Resigned:

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: February 11, 2016

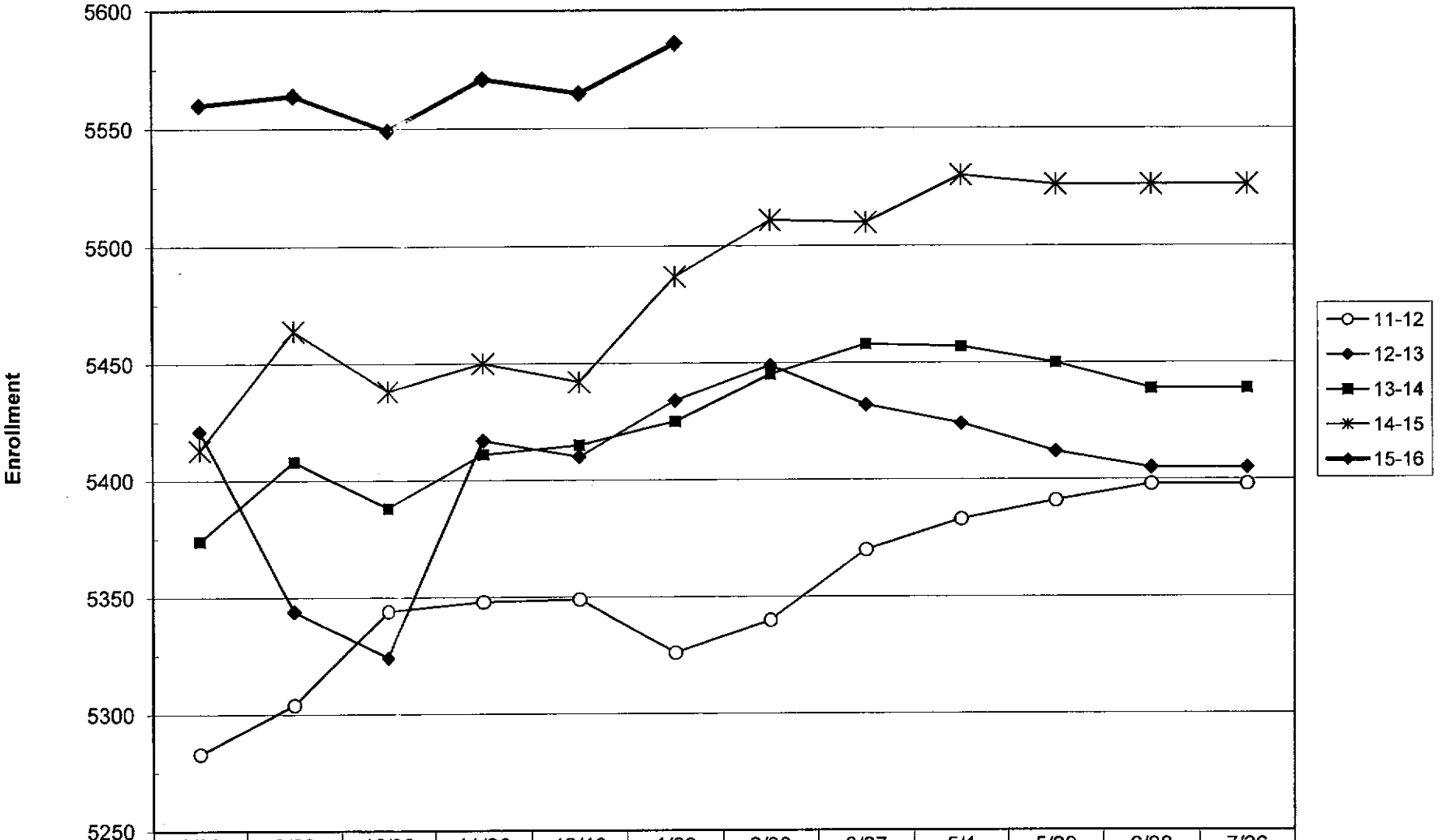
UNRESTRICTED/RESTRICTED COMBINED FUND: 01 GENERAL FUND/COUNTY SSF

OBJECT NUMBER	DESCRIPTION	ADOPTED BUDGET	BUDGET ADJUSTMENTS	CURRENT BUDGET	INCOME/ EXPENSE	BUDGET BALANCE	BUDGET % USED
	REVENUE DETAIL						
	REVENUE LIMIT SOURCES :	87,838,199.00	67,243.00	87,905,442.00	48,562,776.47	39,342,665.53	55.24
	FEDERAL REVENUES :	5,264,000.00	1,356,938.00	6,620,938.00	2,276,375.65	4,344,562.35	34.38
	OTHER STATE REVENUES :	11,406,000.00	3,417,579.00	14,823,579.00	7,239,301.04	7,584,277.96	48.83
	OTHER LOCAL REVENUES :	672,573.00	50,507.00	723,080.00	429,691.36	293,388.64	59.42
* TOTAL	YEAR TO DATE REVENUES * *	105,180,772.00 *	4,892,267.00 *	110,073,039.00 *	58,508,144.52 *	51,564,894.48 *	53.15
	EXPENDITURE DETAIL						
	CERTIFICATED SALARIES :	40,725,272.00	255,749.00	40,981,021.00	23,412,848.34	17,568,172.66	57.13
	CLASSIFIED SALARIES :	13,122,897.00	399,326.00	13,522,223.00	7,980,212.01	5,542,010.99	59.01
	EMPLOYEE BENEFITS :	22,082,155.00	2,535,006.00	24,617,161.00	12,559,550.01	12,057,610.99	51.01
	BOOKS AND SUPPLIES :	7,799,210.00	2,005,262.00	9,804,472.00	3,430,124.71	6,374,347.29	34.98
	SERVICES, OTHER OPER. EXPENSE:	5,830,967.00	1,166,429.00	6,997,396.00	6,163,032.28	834,363.72	88.07
	CAPITAL OUTLAY :	1,750,245.00	689,617.00	2,439,862.00	1,150,344.86	1,289,517.14	47.14
	OTHER OUTGOING :	1,235,240.00	131,251.00	1,366,491.00	925,103.73	441,387.27	67.69
	DIRECT SUPPORT/INDIRECT COSTS:	276,000.00-	45,938.00-	321,938.00-	.00	321,938.00-	0.00
	PRIOR YEAR EXPENDITURE :	711,067.00		711,067.00	1,079,175.86	368,108.86-	151.76
* TOTAL	YEAR TO DATE EXPENDITURES * *	92,981,053.00 *	7,136,702.00 *	100,117,755.00 *	56,700,391.80 *	43,417,363.20 *	56.63
	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	3,492,883.07-	7,673,816.06
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	1,939,452.40-	77,416.40
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-	1,185,223.97	1,313,730.58-
9522	STRS REF EXCESS CONTRIBUTION		160.31-	160.31-
9550	USE TAX LIABILITY	8,598.73-	2,432.17	6,166.56-
9553	REPAY		1,854.26-	1,854.26-
9554	INSURANCE	580.51-	1,285,803.71	1,285,223.20
9556	MISC DISTRICT VOL-DEDS (1)	62.60	67.10-	4.50-
9557	Refunds of PERS, STRS, SS, MED	153.27-	341.69	188.42
9563	STRS TAX DEFERRED REPAYMENT	241.33-	.00	241.33-
9567	INSURANCE MISCELLANEOUS		45.58-	45.58-
9569	STALE DATED PAYROLL WARRANTS	2.00-	16.00-	18.00-
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 *	3,192,247.28-*	7,741,517.90 *
* EXCESS REVENUES/(EXPENDITURES) * *		10,933,765.18 *	3,192,247.28-*	7,741,517.90 *

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	4,892,267.00	110,073,039.00	58,508,144.52	51,564,894.48	53.15
B.	EXPENDITURES	92,981,053.00	7,136,702.00	100,117,755.00	56,700,391.80	43,417,363.20	56.63
C.	EXCESS REVENUES (EXPENDITURES)	12,199,719.00	2,244,435.00-	9,955,284.00	1,807,752.72	8,147,531.28	18.15
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	2,244,435.00-	44,716.00-	3,192,247.28-	3,147,531.28	7138.93
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	2,244,435.00-	44,716.00-	3,192,247.28-	3,147,531.28	7138.93

K-6 Enrollment (including SDC) by Month

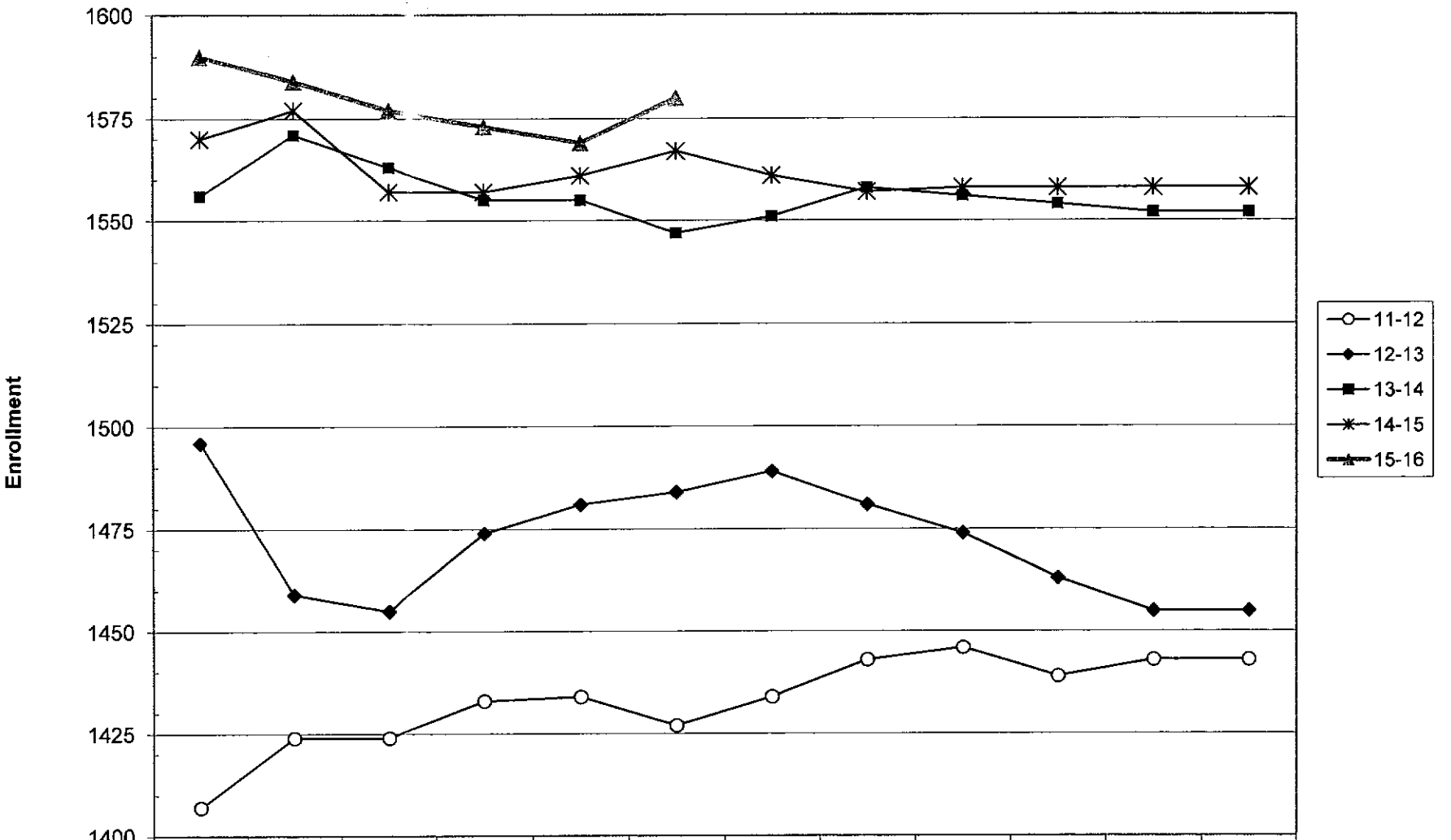


	8/28	9/26	10/30	11/20	12/19	1/29	2/28	3/27	5/1	5/29	6/28	7/26
11-12	5283	5304	5344	5348	5349	5326	5340	5370	5383	5391	5398	5398
12-13	5421	5344	5324	5417	5410	5434	5449	5432	5424	5412	5405	5405
13-14	5374	5408	5388	5411	5415	5425	5445	5458	5457	5450	5439	5439
14-15	5413	5464	5438	5450	5442	5487	5511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

Month

2/1/2016

7-8 Enrollment (including SDC)

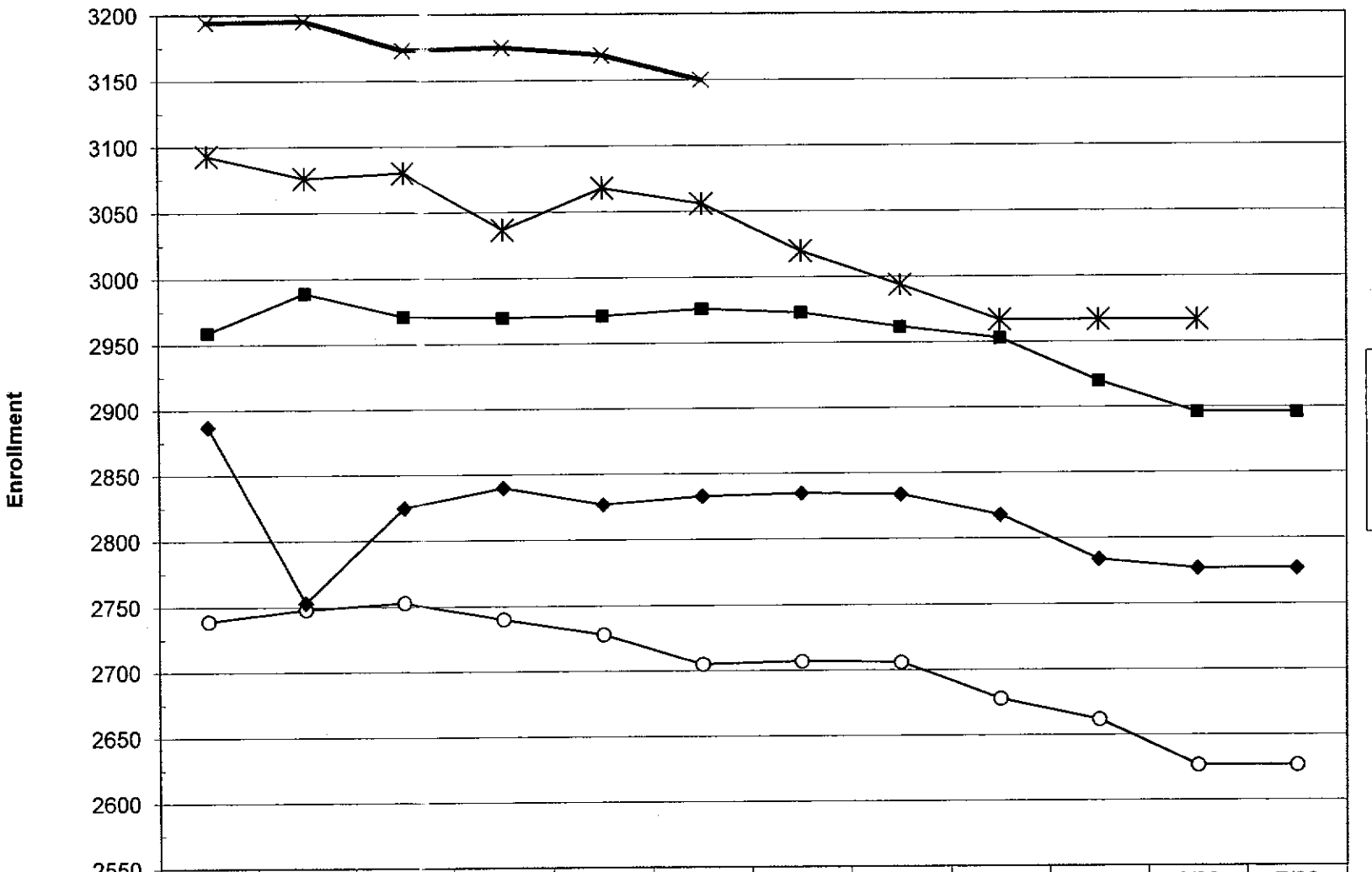


	8/28	9/26	10/30	11/20	12/19	1/29	2/28	3/27	5/1	5/29	6/28	7/26
11-12	1407	1424	1424	1433	1434	1427	1434	1443	1446	1439	1443	1443
12-13	1496	1459	1455	1474	1481	1484	1489	1481	1474	1463	1455	1455
13-14	1556	1571	1563	1555	1555	1547	1551	1558	1556	1554	1552	1552
14-15	1570	1577	1557	1557	1561	1567	1561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

Month

2/1/2016

9-12 Enrollment (including SDC)

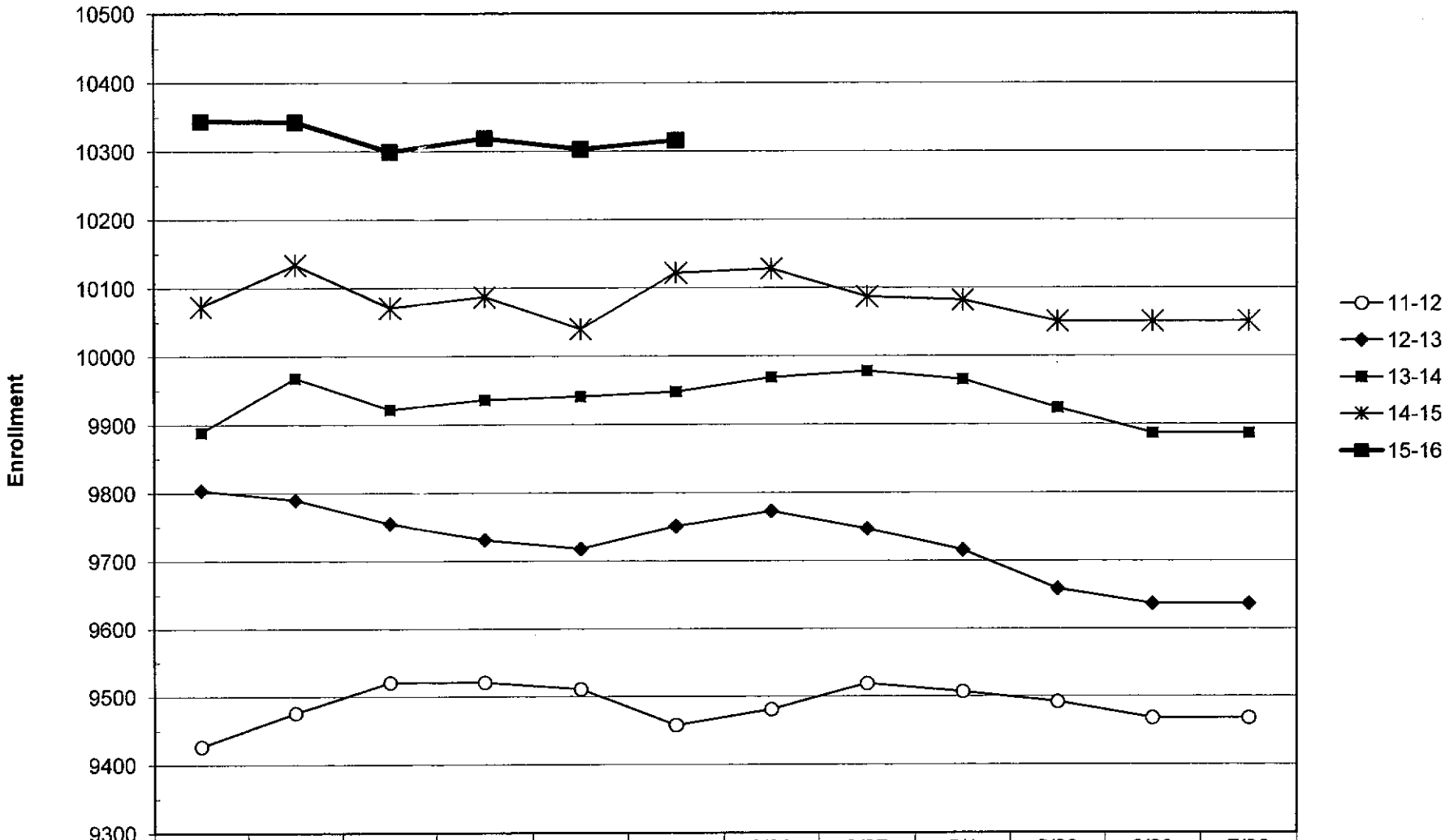


	8/28	9/26	10/30	11/20	12/19	1/29	2/28	3/27	5/1	5/29	6/28	7/26
11-12	2739	2748	2753	2740	2728	2705	2707	2706	2678	2662	2627	2627
12-13	2887	2753	2825	2840	2827	2833	2835	2834	2818	2784	2777	2777
13-14	2959	2989	2971	2970	2971	2976	2973	2962	2953	2920	2896	2896
14-15	3093	3076	3080	3037	3068	3056	3020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

Month

2/1/2016

K-12 Enrollment (including SDC) by Month



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

Month

2/1/2016

Developer Fees

As of: 2/2/2016

	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	28.32%	28.32%
AUG	$0.00	0.00%	0.38%	$ -	0.00%	1.61%	$78,003.40	8.58%	21.48%	$105,310.08	27.13%	55.46%
SEP	$0.00	0.00%	0.38%	$19,404.00	5.15%	6.76%	$77,550.43	8.53%	30.01%	$37,320.27	9.61%	65.07%
OCT	$0.00	0.00%	0.38%	$4,692.00	1.24%	8.00%	$185,797.66	20.43%	50.43%	$19,462.23	5.01%	70.08%
NOV	$ -	0.00%	0.38%	$586.50	0.16%	8.16%	$111,157.12	12.22%	62.65%	$28,945.89	7.46%	77.54%
DEC	$ -	0.00%	0.38%	$0.00	0.00%	8.16%	$272,878.32	30.00%	92.65%	$87,174.85	22.46%	100.00%
JAN	$ -	0.00%	0.38%	$0.00	0.00%	8.16%	$50,405.07	5.54%	98.19%		0.00%	100.00%
FEB	$1,163.82	1.62%	2.00%	$489.60	0.13%	8.29%	$1,345.14	0.15%	98.34%		0.00%	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%		$388,154.57	100.00%	
	50,000.00			50,000.00			513,000.00			250,000.00		

Board Reference Material

SUBJECT TITLE: Certification of Corrective Actions for Audit Findings

REQUESTED ACTION: Certify Corrective Actions

Action___X___ Discussion/Information_____

RECOMMENDATION:

The Board is asked to certify the corrective actions taken by the District to correct the 2014-15 audit findings.

BACKGROUND INFORMATION:

Per *Education Code* 41020, the County Superintendent of Schools is responsible for reviewing the audit findings contained in the school district's annual audit. The Board must certify and file the corrective action plan.

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):

ORIGINATOR: Don Laursen, Director, Fiscal Services
Date: February 11, 2016

Merced County
Office of Education
Steven E. Gomes, Ed. D., Superintendent

Equal Opportunity Employer

2014-15 Audit Finding Corrective Action

DISTRICT: LOS BANOS UNIFIED SCHOOL DISTRICT

FINDING CATEGORY: 20000-50000

FINDING 1: PAGE 75

BRIEF DESCRIPTION OF FINDING:
During the Auditors' testing, it was noted the physical inventory count was last performed during 2001. Also, it was noted that the inventory for equipment other than technology valued between $500 and $4,999 has not been maintained. Two pieces of equipment purchased with National School Lunch Program funds totaling $7,400 are not included in any inventory listing maintained by the District. The Auditors were also unable to locate two pieces of technology equipment totaling $4,075. Furthermore, it was noted the equipment listing that is maintained for technology does not include the funding source. The auditors recommended the District should review the history of its purchases and disposals to help create and maintain an equipment inventory listing of all equipment with a market value of $500 through $4,999. The listing must include a description, name, identification number, original cost, funding source, date of acquisition, location of use, and the time and mode of disposal. To strengthen internal controls over equipment, all equipment valued at $500 or more should be tagged with a District ID tag and added to the equipment inventory listing with a funding source. Equipment should be tagged before being put into use.

DISTRICT RESPONSE:
The District concurs and has assigned an individual to do a physical inventory and catch up the fixed asset data base for recent activity.

COUNTY SUPERINTENDENT RESPONSE:
The COE concurs with the District's response. To ensure compliance with the auditor's recommendation, we request the District submit the name of the individual assigned to do the physical inventory and relevant procedures related to physical inventory no later than March 16, 2016.

Attach all pertinent documentation. No. of attachments for this finding:

632 West 13th Street Merced, California 95341 (209) 381-6600 www.mcoe.org

Los Banos Unified School District
2014-15 Audit Finding Corrective Action
Finding #2015-001, Equipment

Resolution:

The procedure to be followed is:

1. Create a list of items to be inventoried utilizing the accounting records of purchases.
2. Input the list into the computer item tracking system, including whether or not the item was purchased with federal funds.
3. Regularly reconcile the computerized item list to the accounting records.
4. Periodically perform a physical inventory count, reconciling the results to the computerized item list and updating the computer list accordingly.

Because this has not been done in recent years, the plan is to:

a. assign a full-time, dedicated staff member to this process until completed. This has already been done.
b. replace the item tracking software as the current software is inadequate for our needs. This is underway and should be completed by 6/30/2016.
c. perform step one above. This will entail approximately 4 years of purchasing records to bring us current. This has begun and we plan to have it completed by 5/31/2016.
d. perform step two above that we plan to complete by 7/31/2016.
e. perform step three above simultaneously with step two.
f. perform step four that we plan to complete by 12/31/2016.
g. Once current, we plan to repeat steps one through three monthly and step 4 annually.

Merced County
Office of Education
Steven E. Gomes, Ed. D., Superintendent

Equal Opportunity Employer

2014-15 Audit Finding Corrective Action

DISTRICT: LOS BANOS UNIFIED SCHOOL DISTRICT

FINDING CATEGORY: 30000 – STUDENT BODY REVENUES

FINDING 1: PAGE 76

BRIEF DESCRIPTION OF FINDING:
During the auditors' review of the virtual independent study at Crossroads Alternative Education School, it was noted the written agreements used for the virtual program were deficient. The agreements were missing key elements, including the duration, the specific resources available, specific credits to be earned, District policies and teacher signature. In addition, attendance credit for the virtual program was based on actual attendance, not completed work. The Auditors recommended the district to review the procedures for the virtual independent study to ensure that the agreements are proper and report attendance on completed work.

DISTRICT RESPONSE:
The District concurs and has reviewed and adjusted, with senior administration and the auditors, its virtual independent study: policies, guidelines and procedures; the student contract; and the attendance and academic credit tracking systems.

COUNTY SUPERINTENDENT RESPONSE:
The COE concurs with the District's response. To ensure compliance with the auditor's recommendation, we request the District submit a copy of its amended agreement, highlighting changes approved by Auditors and the signed corrected attendance certification page submitted to the COE by March 16, 2016.

Attach all pertinent documentation. No. of attachments for this finding: 1

Los Banos Unified School District
2014-15 Audit Finding Corrective Action
Finding #2015-002, Independent Study ADA

Resolution:

Provide a copy of the amended independent study agreement with the Auditor-approved changes highlighted. See attached.

Provide a copy of the signed, corrected attendance certification pages. See attached.

Crossroads

Alt Ed Center

New, per auditor recommendation

School of Enrollment:
Crossroads Alternative Ed Ctr
265 Mercey Springs Rd., Ste C
Los Banos, CA 93635
(209) 826-4013

MASTER AGREEMENT FOR
SESSION 1
VIRTUAL INDEPENDENT STUDY

Student name:	Birth date:		Grade level:
Address:	City LB	Zip 93635	Phone #:
Duration of agreement: **Quarter**	Beginning date:		Ending date:

Virtual Independent Study: Independent study is an alternative instructional strategy, not an alternative curriculum. Students work independently, according to a written agreement and under the general supervision of a credentialed teacher. Participation in independent studies is voluntary.

Objectives: The student will complete the online classes in which the student is enrolled. Courses are assigned by the Virtual Instruction Teacher according to student needs and according to the quarter-time available, at a rate determined appropriate by the teacher. All course objectives are consistent with the established district or governing board and are consistent with state standards. Each online course requires approximately **30 – 45 hours** of student work; this is similar to the time a student would spend in a regular quarter-length class.

Course	Quarter	Credits	Course	Quarter	Credits
	3rd	5			
	3rd	5			
	3rd	5			
	3rd				

Method of Study and Reporting: The online courses are available 24 hours per day, 7 days per week (with exceptions for after-hours scheduled maintenance) from APEX Learning at **www.apexvs.com**. Information about APEX Learning can be found at **www.apexlearning.com**

The Crossroads computer lab is open for work and support, from 8:00 am to 2:45 pm, Monday through Friday. Lab time for minimum days will be from 8:00 am to 12:15 pm. Students will be assigned a required one hour, one day per week lab class. Crossroads Alternative Education Center will provide teacher services, instructional materials, and other necessary items and resources as needed. Students should expect to work a total of 40 hours per week independently (home, library, lab) to maintain a regular school workload. **This ensures that students consistently are "on-schedule" with** the course completion timeline, as tracked by APEX Learning. Students **MUST** have internet access to be enrolled in virtual Learning.

Method of Evaluation: APEX Learning provides both on-line assessments and teacher-corrected assessments. APEX Learning tracks and manages grade-book functions. It also tracks the time students accrue during their online studies. Grade Book information is available to students and parents at any time under the Reports tab in **www.apexvs.com**.

Students are required to report to their teacher to review progress in assigned courses as scheduled:
Manner of Reporting: One-on-One Location: Crossroads
Time: Day: Frequency: Weekly Duration: Quarter

Board Policies: According to Board Policy 6158 for grades 9 through 12, the maximum length of time allowed between when the assignment was made and the date the assignment is due is 21 school days, unless an exception is made in accordance with the Board Policy. After 3 missed assignments, as per board policy, an evaluation will be made to determine whether independent study is an appropriate strategy for this student.

Additional Courses: may be added to this agreement as needed if the agreement is re-signed and re-dated by the teacher and the student.

Student's Agreement/Responsibilities:

- I voluntarily request participation in this virtual study program, and have read and understand the terms of this master agreement.
- I will complete all course work on time as outlined in the master agreement and as assigned to me within the APEX virtual school.
- I understand that as a full-time student, I am required to remain "on-schedule" with the course completion timelines.
- Crossroads Alternative Education Center is a ***closed campus***.
- Cell phones are to be turned off during class.
- Ear buds may be used for listening to the audio program on the computer only. No listening to music or texting.

Parent/Legal Guardian's Agreement:

- I understand that my child's participation in the virtual study program is voluntary, and I have read and understand the terms of this master agreement.
- I am responsible for the monitoring/verification of all subjects enrolled. I understand that I can view the student's progress at anytime within the online APEX virtual school.
- I understand I may become a "coach" for my child. A coach helps keep the child motivated and on-track of their APEX courses. Coaches receive a Weekly Progress Report via e-mail from APEX Learning.
- If I become aware of special or extenuating circumstances that will prohibit my student from completing the assigned work by the due dates, I will contact the Virtual Instruction Teacher prior to the due date to make alternative arrangements.
- I understand that it is my responsibility to provide any needed transportation for my child's scheduled attendance, and that lack of transportation is not an acceptable reason for falling behind or failure.
- I understand that it is my responsibility to provide personal internet access for my child outside of the school environment, and to ensure my child is making on time and acceptable progress in each of the child's classes. Lack of at-home internet access, for whatever reason, is not an acceptable reason for falling behind or failure.
- ***Should you need to speak with your child during his/her scheduled session please call the office at 209-826-4013.***

Virtual Instruction Teacher's Agreement:

- The Virtual Instruction Teacher will enroll the student in courses as needed by the student at a rate deemed appropriate for each student
- The Virtual Instruction Teacher will evaluate teacher-corrected work in a timely manner.
- The Virtual Instruction Teacher will notify the student and parent/guardian of the academic credit granted for work completed.

We, the undersigned, voluntarily agree to the terms and conditions of this Virtual Learning Master agreement. Our signatures below indicate that we voluntarily participated in the establishment of these Agreements and Responsibilities and that we understand and accept our responsibilities in relation to this document.

Student: _____ **Date:** _____

Parent/Guardian: _____ **Date:** _____

Teacher: _____ **Date:** _____

Attendance School District

County: Merced

District: Los Banos Unified

CDS CODE 24 65755

Fiscal Year: 2014-15

Annual

Certificate Number: AD44F990

Regular ADA		TK/K-3	Grades 4-6	Grades 7-8	Grades 9-12	Total
Regular ADA (includes Opportunity Classes, Home and Hospital, Special Day Class, and Continuation Education)	A-1	2,967.87	2,219.38	1,498.19	2,812.83	9,498.27
Extended Year Special Education [EC 56345 (b)(3)] (Divisor 175)	A-2	0.00	0.00	0.00	0.00	0.00
Special Education - Nonpublic, Nonsectarian Schools [EC 56366 (a)(7)] and/or Nonpublic, Nonsectarian Schools - Licensed Children's Institutions	A-3	0.00	0.00	1.58	1.66	3.24
Extended Year Special Education - Nonpublic, Nonsectarian Schools [EC 56366 (a)(7)] and/or Nonpublic, Nonsectarian Schools - Licensed Children's Institutions (Divisor 175)	A-4	0.00	0.00	0.18	0.15	0.33
Community Day School [EC 48664] (Divisor 70/135/180)	A-5	0.00	0.00	0.00	0.00	0.00
ADA Totals (Sum of A-1 through A-5)	A-6	2,967.87	2,219.38	1,499.95	2,814.64	9,501.84
Other						
ADA for Students in Full-Time Independent Study included in Section A	B-1	0.07	2.03	14.31	74.60	91.01
ADA not eligible for general funding through Independent Study NOT included in Section A	B-2	0.00	0.00	0.00	0.00	0.00
ADA for Students in Transitional Kindergarten pursuant to EC 46300 included in Section A (Lines A-1 through A-5, TK/K-3 Column, First Year ADA Only)	B-3	148.01				148.01
ADA for Students in Continuation Education included in Section A (Line A-1, Grades 9-12 Column)	B-4				129.84	129.84
ADA for Students in Opportunity Classes included in Section A (Line A-1, Total Column)	B-5					0.00

County: Merced

District: Los Banos Unified

CDS CODE 24 65755

Fiscal Year: 2014-15

Annual

Certificate Number: AD44F990

Prior Year ADA Adjustment (P-1 and P-2 only)		TK/K-3	Grades 4-6	Grades 7-8	Grades 9-12	Total
Prior Year P-2 ADA for pupils attending a charter school sponsored by the district in the current year who attended a non-charter school of the district in the prior year [EC 42238.051(a)(2)(B)].						
Regular ADA (includes Opportunity Classes, Home and Hospital, Special Day Class, and Continuation Education)	C-1	0.00	0.00	0.00	0.00	0.00
Extended Year Special Education [EC 56345 (b)(3)] (Divisor 175)	C-2	0.00	0.00	0.00	0.00	0.00
ADA Totals (C-1 + C-2)	C-3	0.00	0.00	0.00	0.00	0.00
Prior Year P-2 ADA for pupils attending a non-charter school in the current year who attended a charter school sponsored by the district in the prior year [EC 42238.051(a)(2)(C)].						
Regular ADA (includes Opportunity Classes, Home and Hospital, Special Day Class, and Continuation Education)	C-4	0.00	0.00	0.00	0.00	0.00
Extended Year Special Education [EC 56345 (b)(3)] (Divisor 175)	C-5	0.00	0.00	0.00	0.00	0.00
ADA Totals (C-4 + C-5)	C-6	0.00	0.00	0.00	0.00	0.00

County: Merced

District: Los Banos Unified

CDS CODE 24 65755

Fiscal Year: 2014-15

Annual

Certificate Number: AD44F990

Prior Year P-2 ADA attributable to district resident pupils attending a non-charter school [EC 42238.052].						
Regular ADA (includes Opportunity Classes, Home and Hospital, Special Day Class, and Continuation Education)	C-7	0.00	0.00	0.00	0.00	0.00
Extended Year Special Education [EC 56345 (b)(3)] (Divisor 175)	C-8	0.00	0.00	0.00	0.00	0.00
ADA Totals (C-7 + C-8)	C-9	0.00	0.00	0.00	0.00	0.00
Gain or Loss of ADA due to a Reorganization or Transfer of Territory [EC 42238.05 (a)(3)]. If the ADA adjustment is a loss, report the loss as a negative number in Line C-10 or C-11.						
Regular ADA (includes Opportunity Classes, Home and Hospital, Special Day Class, and Continuation Education)	C-10	0.00	0.00	0.00	0.00	0.00
Extended Year Special Education [EC 56345 (b)(3)] (Divisor 175)	C-11	0.00	0.00	0.00	0.00	0.00
ADA Totals (C-10 + C-11)	C-12	0.00	0.00	0.00	0.00	0.00

60

Certification

County: Merced
Fiscal Year: 2014-15
District: Los Banos Unified
Annual
CDS CODE 24 65755

Attendance School District

I hereby certify that, to the best of my knowledge, all data have been compiled and reported in accordance with all applicable laws, regulations and instructions.

School District Superintendent: _____ Date: 7.17.15

County Superintendent of Schools: _____ Date: _____

Any inquiries concerning this report should be directed to:

CONTACT NAME	Mel Diaz
PHONE	209-826-3801 x 7013
FAX	209-826-4606
E-mail	mdiaz@losbanosusd.k12.ca.us

Attendance School District

County: Merced

District: Los Banos Unified

CDS CODE 24 65755

Fiscal Year: 2014-15

P-2

Certificate Number: EADF2161

Regular ADA		TK/K-3	Grades 4-6	Grades 7-8	Grades 9-12	Total
Regular ADA (includes Opportunity Classes, Home and Hospital, Special Day Class, and Continuation Education)	A-1	2,961.50	2,218.91	1,490.32	2,842.14	9,512.87
Extended Year Special Education [EC 56345 (b)(3)] (Divisor 175)	A-2	0.00	0.00	0.00	0.00	0.00
Special Education - Nonpublic, Nonsectarian Schools [EC 56366 (a)(7)] and/or Nonpublic, Nonsectarian Schools - Licensed Children's Institutions	A-3	0.00	0.00	1.58	1.60	3.18
Extended Year Special Education - Nonpublic, Nonsectarian Schools [EC 56366 (a)(7)] and/or Nonpublic, Nonsectarian Schools - Licensed Children's Institutions (Divisor 175)	A-4	0.00	0.00	0.18	0.15	0.33
Community Day School [EC 48664] (Divisor 70/135/180)	A-5	0.00	0.00	0.00	0.00	0.00
ADA Totals (Sum of A-1 through A-5)	A-6	2,961.50	2,218.91	1,492.08	2,843.89	9,516.38
Other						
ADA for Students in Full-Time Independent Study included in Section A	B-1	0.08	1.91	12.49	72.87	87.35
ADA not eligible for general funding through Independent Study NOT included in Section A	B-2	0.00	0.00	0.00	0.00	0.00
ADA for Students in Transitional Kindergarten pursuant to EC 46300 included in Section A (Lines A-1 through A-5, TK/K-3 Column, First Year ADA Only)	B-3	147.59	[redacted]	[redacted]	[redacted]	147.59
ADA for Students in Continuation Education included in Section A (Line A-1, Grades 9-12 Column)	B-4	[redacted]	[redacted]	[redacted]	132.30	132.30
ADA for Students in Opportunity Classes included in Section A (Line A-1, Total Column)	B-5	[redacted]	[redacted]	[redacted]	[redacted]	0.00

County: Merced

District: Los Banos Unified

CDS CODE 24 65755

Fiscal Year: 2014-15

P-2

Certificate Number: EADF2161

Prior Year ADA Adjustment (P-1 and P-2 only)		TK/K-3	Grades 4-6	Grades 7-8	Grades 9-12	Total
Prior Year P-2 ADA for pupils attending a charter school sponsored by the district in the current year who attended a non-charter school of the district in the prior year [EC 42238.051(a)(2)(B)].						
Regular ADA (includes Opportunity Classes, Home and Hospital, Special Day Class, and Continuation Education)	C-1	0.00	0.00	0.00	0.00	0.00
Extended Year Special Education [EC 56345 (b)(3)] (Divisor 175)	C-2	0.00	0.00	0.00	0.00	0.00
ADA Totals (C-1 + C-2)	C-3	0.00	0.00	0.00	0.00	0.00
Prior Year P-2 ADA for pupils attending a non-charter school in the current year who attended a charter school sponsored by the district in the prior year [EC 42238.051(a)(2)(C)].						
Regular ADA (includes Opportunity Classes, Home and Hospital, Special Day Class, and Continuation Education)	C-4	0.00	0.00	0.00	0.00	0.00
Extended Year Special Education [EC 56345 (b)(3)] (Divisor 175)	C-5	0.00	0.00	0.00	0.00	0.00
ADA Totals (C-4 + C-5)	C-6	0.00	0.00	0.00	0.00	0.00

County: Merced

District: Los Banos Unified

CDS CODE 24 65755

Fiscal Year: 2014-15

P-2

Certificate Number: EADF2161

Prior Year P-2 ADA attributable to district resident pupils attending a non-charter school [EC 42238.052].						
Regular ADA (includes Opportunity Classes, Home and Hospital, Special Day Class, and Continuation Education)	C-7	0.00	0.00	0.00	0.00	0.00
Extended Year Special Education [EC 56345 (b)(3)] (Divisor 175)	C-8	0.00	0.00	0.00	0.00	0.00
ADA Totals (C-7 + C-8)	C-9	0.00	0.00	0.00	0.00	0.00
Gain or Loss of ADA due to a Reorganization or Transfer of Territory [EC 42238.05 (a)(3)]. If the ADA adjustment is a loss, report the loss as a negative number in Line C-10 or C-11.						
Regular ADA (includes Opportunity Classes, Home and Hospital, Special Day Class, and Continuation Education)	C-10	0.00	0.00	0.00	0.00	0.00
Extended Year Special Education [EC 56345 (b)(3)] (Divisor 175)	C-11	0.00	0.00	0.00	0.00	0.00
ADA Totals (C-10 + C-11)	C-12	0.00	0.00	0.00	0.00	0.00

64

Certification

County: Merced | Fiscal Year: 2014-15

District: Los Banos Unified | P-2

CDS CODE 24 65755

Attendance School District

I hereby certify that, to the best of my knowledge, all data have been compiled and reported in accordance with all applicable laws, regulations and instructions.

School District Superintendent: _____ Date: 7.17.15

County Superintendent of Schools: _____ Date: _____

Any inquiries concerning this report should be directed to:

CONTACT NAME	Mel Diaz
PHONE	209-826-3801 x 7013
FAX	209-826-3801
E-mail	mdiaz@losbanosusd.k12.ca.us

Merced County
Office of Education
Steven E. Gomes, Ed. D., Superintendent

Equal Opportunity Employer

2013-14 Audit Finding Corrective Action

DISTRICT: LOS BANOS UNIFIED SCHOOL DISTRICT PAGE 3 OF 3

FINDING CATEGORY: 72000-SCHOOL ACCOUNTABILITY REPORT CARD (SARC)

FINDING 2: PAGES 77

BRIEF DESCRIPTION OF FINDING:
The Auditor found discrepancies between the FIT and the SARC for Los Banos Elementary School and San Luis High School. It appears the SARC was inaccurate as to the school facility conditions. The Auditor recommends the district should ensure the information published in the SARC is accurate. District staff should review the SARC and compare it to the source documents for accuracy.

DISTRICT RESPONSE:
The District concurs and has reviewed the compilation of the SARC and this particular element with the responsible senior administration and associated staff.

COUNTY SUPERINTENDENT RESPONSE:
The COE concurs with the District response. Due to the fact this type of finding was repeated from the previous year, we request the district submit a copy of your corrected procedures by March 16, 2016.

Attach all pertinent documentation. No. of attachments for this finding

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

School Accountability Report Card (SARC) and Facility Inspection Report

Process:

FIT
The CDE FIT worksheet is emailed to sites during the summer (July). They are asked to complete their inspection during Summer and as late as September. Principals are reminded that the information on the FIT has to match the information they provide in their SARC.
Once their inspection is complete, the principal provides a copy to this office.

SARC
SARC templates are available in the month of November. Sites have the option of updating the SARC through an account with Document Tracking or by updating a hard copy. If they choose the hard copy, their information is uploaded to Document Tracking.

Principals are reminded to pay close attention to the information they provide in the "Facilities Inspection Results and Repair Status" as this must match the information in their FIT Report.

I, Rita Chavez, cross-reference the information on the SARC and FIT. A final review by the Assistant Superintendent will ensure all information is accurate.

When the SARCs are ready, the principals are given a second opportunity to review the information before submitting to CDE or posting them on the web.

Certification of Corrective Action for 2014-15 Audit Findings and Recommendations

DISTRICT NAME: Los Banos USD

☒ **2014-15 CERTIFICATION OF CORRECTIVE ACTION IS HEREBY FILED BY THE GOVERNING BOARD OF THE SCHOOL DISTRICT.**

	2/11/2015
CLERK / SECRETARY OF THE GOVERNING BOARD	DATE OF MEETING

☒ **2014-15 CERTIFICATION OF CORRECTIVE ACTION:**

The Superintendent certifies that all corrective action(s) specified in the attached page(s) have been reviewed by the District's Governing Board and assures that corrective procedures have been implemented and will be used in the ensuing years.

DISTRICT SUPERINTENDENT	DATE

Board Reference Material

SUBJECT TITLE: Request for Board Approval of Comprehensive Safety Plans

REQUESTED ACTION: Approve

Action __X__ Discussion/Information_____

RECOMMENDATION:

It is recommended that the Board approve the Comprehensive Safety Plans submitted for review by the schools of the District during the 2015-16 school year.

BACKGROUND INFORMATION:

Board policy, number 0450, Comprehensive Safety Plan, and Ed Code 32286 and Ed Code 32288, directs the Board to annually review, update and approve each school's Comprehensive Safety Plans by March 1. The Board's approval will ensure compliance with Board policy and state law.

Prior to submitting the plans to the District, each school site council, or School site safety committee, held public meetings inviting feedback from the public and community members.

Each school plan addresses the following areas as required within the Board's policy and by state law:

- Child abuse reporting procedures, Emergency disaster procedures: Evacuation, Lockdown, Bomb threat, Fire, Earthquake
- Adaptations for disabled students,
- Policy pursuant to student discipline offenses,
- Procedures to notify teachers regarding student suspensions,
- Discrimination and harassment policies,
- Procedures for safe entry and exit of school campuses,
- Dress code related to 'gang-related' behavior,
- Safe and Orderly school environment,
- Rules and procedures for school discipline,
- Hate crime reporting procedures,
- Strategies for providing a safe environment,
    - Positive school climate
    - Bullying prevention
    - Curriculum for prevention of violence
    - Parent involvement
    - Prevention of drug and alcohol use per drug-free schools
- Procedures for avoiding hazardous materials,

Each school also submits a plan for conducting safety drills throughout the school year.

Board members are encouraged to view the individual plans to see the thorough planning that school staff has undertaken for the safety of students and staff. Individual plans are available for review at the school sites as well as at the District Office.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

Goal number 3 : Creating and sustaining safe learning and drug free school environments.

ALTERNATIVES/IDENTIFIED OPPOSITION:

None

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

None

ORIGINATOR: Pat Atkins, Assistant Superintendent, Human Resources
Date: February 11, 2016

Board Reference Material

SUBJECT TITLE: County Treasurer's Quarterly Investment Report

REQUESTED ACTION: None—Report only

Action_____ Discussion/Information___X___

RECOMMENDATION:

The Board is asked to review the County Treasurer's Quarterly Investment Report for the period ending December 31, 2015. A copy of the report is attached.

BACKGROUND INFORMATION:

Government Code Section 53646(b) requires the chief fiscal officer to prepare a quarterly report of the district's investments for the Superintendent and Board. However, if the district places all of its investments with the County Treasury, Local Agency Investment Fund or in FDIC-insured accounts, the chief fiscal officer may supply the statements or reports from these agencies as opposed to preparing a report. Since all of our District's funds are with the County Treasury, the Merced County Treasurer-Tax Collector's Quarterly Investment Report for the quarter ending December 31, 2015 is provided for your review.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

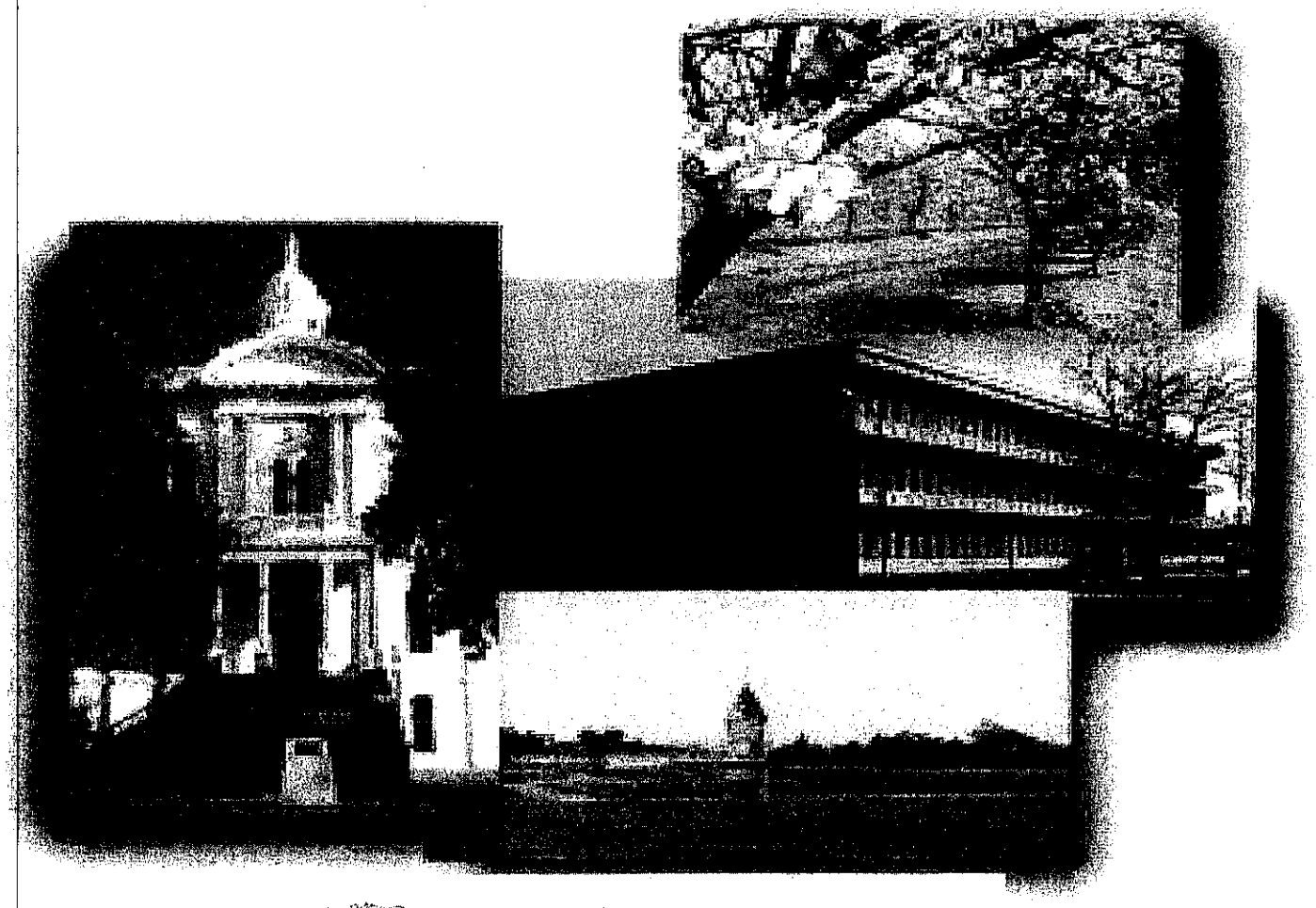
N/A

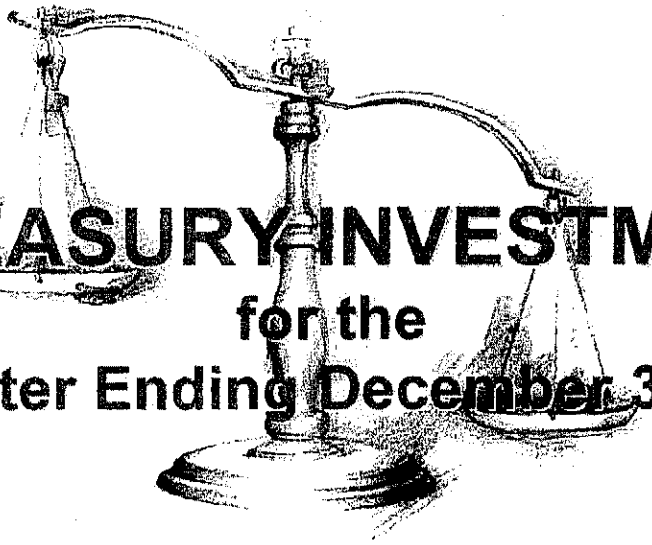
SPECIFIC FINANCIAL IMPACT (Include impact on School District Facilities):

N/A

ORIGINATOR: Don Laursen, Director, Fiscal Services
Date: February 11, 2016

Merced County





TREASURY INVESTMENTS

for the

Quarter Ending December 31, 2015

CONTENTS

Report of Quarter Ending December 31, 2015

Portfolio Review 1

SymPro Portfolio Summary 2

Investment Detail 3

Portfolio Summary by Type 8

Aging Timeline 9

Investments Purchases 11

Investment Maturities. 13

Investment Sales and Calls 14

Inventory Maturity Report 16

Portfolio Review for Five Consecutive Months 19

LAIF 20

Meeting Minutes of October 21, 2015 21

MERCED COUNTY TREASURY

Karen D. Adams, CPA
Treasurer-Tax Collector

2222 "M" Street
Merced, CA 95340
(209) 385-7307
(209) 725-3905 (Fax)
www.mercedtaxcollector.org

PORTFOLIO REVIEW

for the Quarter Ending December 31, 2015

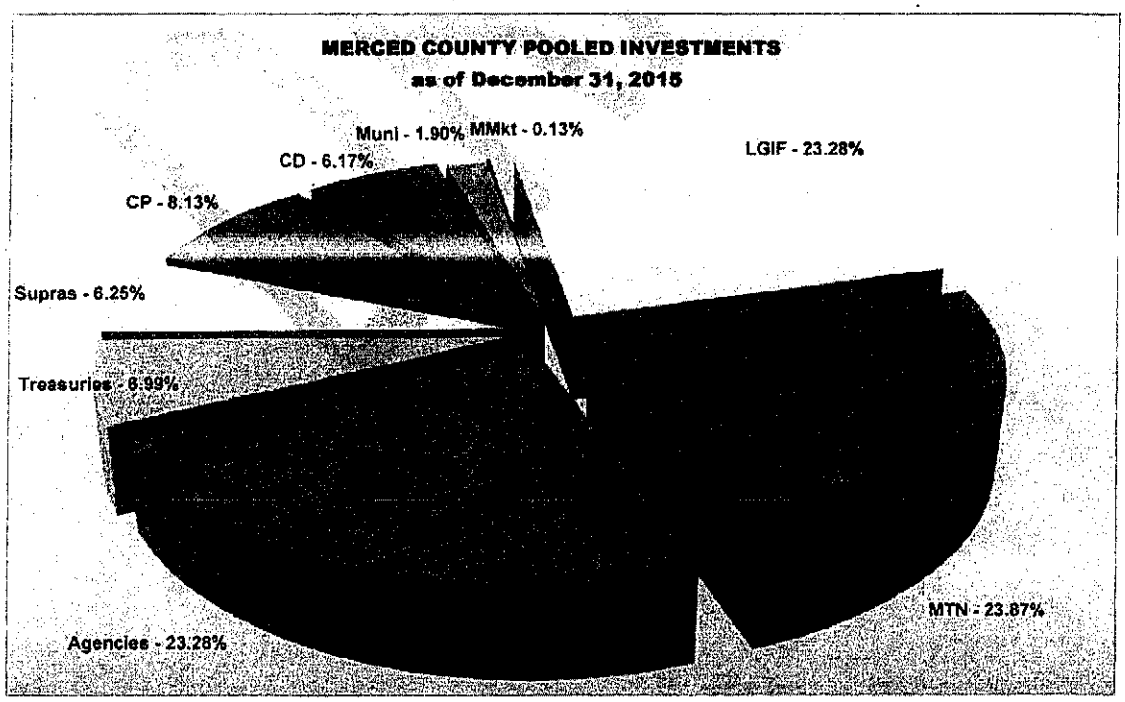
Portfolio Composition:

Book Value of Assets Held	$769,939,855
Market Value of Assets Held	$769,014,954
Assets Maturing Within 90 Days	$225,802,775
Percentage of Market to Book Value	99.88%
Weighted Average Maturity	465 days

Return on Assets:

Total Earnings Quarter Ended	$1,334,278
Total Earnings Fiscal YTD	$2,526,951
Rate of Return QTR	0.81%
Rate of Return Fiscal YTD	0.79%

The entire portfolio is in Full Compliance with the Investmnet Policy and Government Code.



MERCED COUNTY TREASURY
Portfolio Management
Portfolio Summary
December 31, 2015

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Managed Pool Accounts	179,909,431.37	179,909,431.37	179,909,431.37	23.37	1	1	0.320	0.320
Negotiable CDs	47,425,000.00	47,419,268.61	47,420,453.24	6.16	656	430	1.012	1.012
Medium Term Notes	183,454,000.00	184,639,850.70	185,069,766.06	24.04	1,053	661	1.233	1.233
Commercial Paper Disc. -Amortizing	62,500,000.00	62,198,828.10	62,217,650.55	8.08	220	195	0.814	0.814
Federal Agency Coupon Securities	178,860,000.00	178,450,306.20	178,788,035.33	23.22	1,185	800	1.113	1.113
Treasury Coupon Securities	53,875,000.00	53,735,504.70	53,854,198.67	6.99	1,048	608	0.816	0.816
Supranational - IBRD, IFC, IADB	46,000,000.00	47,936,370.00	48,013,303.46	6.24	718	470	0.725	0.725
Municipal Bonds	14,600,000.00	14,725,394.70	14,669,016.54	1.91	1,299	305	2.966	2.966
Investments	**768,423,431.37**	**769,014,954.38**	**769,939,855.22**	**100.00%**	**730**	**465**	**0.916**	**0.916**
Cash and Accrued Interest								
Accrued Interest at Purchase		235,853.16	235,853.16					
Subtotal		235,853.16	235,853.16					
Total Cash and Investments	**768,423,431.37**	**769,250,807.54**	**770,175,708.38**		**730**	**465**	**0.916**	**0.916**

Total Earnings	December 31 Month Ending	Fiscal Year To Date
Current Year	512,764.23	2,530,833.75
Average Daily Balance	**719,618,366.08**	**637,048,155.28**
Effective Rate of Return	**0.84%**	**0.79%**

I hereby certify that this report includes all investments in the investment pool and is in accordance with the investment policy. I further certify that the investments meet the County's cash flow needs for the next six months.

KAREN D. ADAMS, CPA, TREASURER

Reporting period 12/01/2015-12/31/2015

Run Date: 01/14/2016 - 12:36

Portfolio POOL
AP
PM (PRF_PM1) 7.3.0
Report Ver. 7.3.5

MERCED COUNTY TREASURY
Portfolio Management
Portfolio Details - Investments
December 31, 2015

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Managed Pool Accounts												
CAMP	1001C	California Asset Mgt Program			78,909,431.37	78,909,431.37	78,909,431.37	0.230	AAA	0.230	1	
LAIF	1001A	Local Agency Investment Fund			50,000,000.00	50,000,000.00	50,000,000.00	0.400		0.400	1	
LAIF	1001B	Local Agency Investment Fund			50,000,000.00	50,000,000.00	50,000,000.00	0.400		0.400	1	
PREMIER FUND	1001G	Merrill Lynch Institutional Fu			0.00	0.00	0.00	0.030	AAA	0.030	1	
RABOBANK	1001F	Rabobank Money Market			1,000,000.00	1,000,000.00	1,000,000.00	0.200	AAA	0.200	1	
UBS FINANCIAL	1001H	UBS Finance			0.00	0.00	0.00	0.070	AAA	0.070	1	
		Subtotal and Average	184,938,112.87		**179,909,431.37**	**179,909,431.37**	**179,909,431.37**			**0.324**	**1**	
Negotiable CDs												
05574BFW5	2040	Bank of Montreal Harris Bank		10/23/2015	2,500,000.00	2,494,281.15	2,500,000.00	1.000	A-1	1.000	479	04/24/2017
13606JYY9	2016	Canadian Imperial Bank NY		04/10/2015	2,925,000.00	2,918,958.21	2,925,000.00	1.010	A	1.010	461	04/06/2017
36161TY74	1963	GE Capital Corp		08/29/2014	5,000,000.00	4,989,794.10	5,000,000.00	1.000	A-1	1.000	424	02/28/2017
38147J2L5	1981	Goldman Sachs		08/19/2014	5,000,000.00	5,001,755.60	5,000,000.00	0.900	A	0.900	224	08/12/2016
40428AR41	2049	Household Finance		11/18/2015	2,500,000.00	2,489,964.92	2,500,000.00	0.954	AAA	0.954	686	11/17/2017
65558LFA5	2026	Nordea Bank Finland NY		05/29/2015	2,500,000.00	2,499,213.10	2,500,000.00	1.150	AA	1.150	511	05/26/2017
06417GAS7	2045	Bank of Nova Scotia		11/09/2015	2,500,000.00	2,518,175.13	2,500,000.00	1.560	AA	1.560	675	11/06/2017
21684BXH2	2022	Rabo Bank CD		04/27/2015	5,000,000.00	4,993,274.25	5,000,000.00	1.070	A-1	1.070	478	04/21/2017
83050FBG5	2048	Skandinaviska Enskilda		11/17/2015	2,000,000.00	2,011,695.22	2,000,000.00	1.480	A	1.480	685	11/16/2017
86958DH54	2052	Svenska Handelsbanken		11/24/2015	2,500,000.00	2,486,027.13	2,500,000.00	0.828	AA	0.828	601	08/24/2017
90333VPF1	1970	US Bank		09/11/2014	5,000,000.00	5,017,464.90	4,995,453.24	1.375	AA	1.430	619	09/11/2017
94988EMK1	2057	Wells Fargo		12/08/2015	10,000,000.00	9,998,664.90	10,000,000.00	0.700	AA	0.700	158	06/07/2016
		Subtotal and Average	45,162,284.13		**47,425,000.00**	**47,419,268.61**	**47,420,453.24**			**1.028**	**430**	
Medium Term Notes												
037833AH3	2015	Apple Inc		04/10/2015	8,054,000.00	8,051,181.10	8,056,719.43	0.450	AA	0.350	123	05/03/2016
06050TLR1	2050	Bank of America		11/24/2015	12,225,000.00	12,201,528.00	12,251,566.32	1.125	A	0.873	318	11/14/2016
06050TMC3	2055	Bank of America		12/01/2015	5,710,000.00	5,673,284.70	5,708,619.87	1.750	A	1.760	886	06/05/2018
084664BW0	1929	Berkshire Hathaway Fin		03/25/2014	5,000,000.00	4,958,300.00	4,950,422.15	1.300	AA	1.735	865	05/15/2018
05406HDB2	2024	Bank of New York Company		05/29/2015	2,500,000.00	2,490,650.00	2,499,819.45	1.600	A	1.603	872	05/22/2018
14912L5W7	1964	Caterpillar Financial		08/26/2014	5,000,000.00	5,001,250.00	5,008,049.94	0.819	A	0.618	329	11/25/2016
191216BF6	1923	Coca-Cola Company		01/24/2014	10,000,000.00	10,083,400.00	9,970,118.81	1.650	AA	1.760	1,035	11/01/2018
30231GAD4	1976	Exxon		10/24/2014	5,000,000.00	5,003,600.00	5,055,583.24	1.819	AAA	1.460	1,169	03/15/2019
30231GAD4	2011	Exxon		04/06/2015	5,000,000.00	5,003,600.00	5,074,534.25	1.819	AAA	1.336	1,169	03/15/2019
36962G6W9	1895	GE Capital Corp		04/15/2013	5,000,000.00	5,016,350.00	5,012,412.34	1.625	AA	1.510	822	04/02/2018
36962G3H5	1995	GE Capital Corp		01/16/2015	10,000,000.00	10,662,700.00	10,715,479.67	5.625	AA	1.340	623	09/15/2017
36962G3U6	2025	GE Capital Corp		05/29/2015	2,230,000.00	2,432,038.00	2,442,800.51	5.625	AA	1.434	851	05/01/2018

76

MERCED COUNTY TREASURY
Portfolio Management
Portfolio Details - Investments
December 31, 2015

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Medium Term Notes												
02665WAT8	2004	American Honda Finance		03/13/2015	2,100,000.00	2,084,607.00	2,097,936.40	1.500	A	1.546	802	03/13/2018
459200HZ7	1999	International Business Machine		02/06/2015	3,300,000.00	3,277,890.00	3,292,963.82	1.125	AA	1.229	767	02/06/2018
459200GX3	2013	International Business Machine		04/10/2015	5,000,000.00	5,029,900.00	5,041,700.97	1.950	AA	0.450	203	07/22/2016
24422ESR1	1977	John Deere Cap Corp		10/27/2014	9,095,000.00	9,099,911.30	9,129,568.74	1.550	A	1.608	714	12/15/2017
24422ETA7	2034	John Deere Cap Corp		09/11/2015	1,850,000.00	1,850,481.00	1,848,377.11	1.750	A	1.785	952	08/10/2018
46623EKD0	2038	JP Morgan Chase		10/06/2015	2,500,000.00	2,487,875.00	2,497,284.80	1.700	AA	1.751	790	03/01/2018
48121CYK6	2063	JP Morgan Chase		12/14/2015	5,000,000.00	5,345,800.00	5,365,341.58	6.000	AA	1.739	639	10/01/2017
58933YAG0	2012	Merck & Co Inc		04/09/2015	5,000,000.00	4,988,250.00	5,022,746.11	1.300	AA	1.105	868	05/18/2018
594918AK0	1802	Microsoft Corp		10/03/2011	3,350,000.00	3,356,197.50	3,354,451.11	2.500	AAA	1.170	38	02/08/2016
MOSQUITO	1908	Mosquito Abatement Depot Note		07/01/2013	750,000.00	750,000.00	750,000.00	3.000		3.000	911	06/30/2018
63254AAG3	2020	National Australia Bank		04/13/2015	10,000,000.00	10,024,300.00	10,049,174.69	1.300	AA	0.429	206	07/25/2016
742651DS8	1985	Private Export Funding		01/02/2015	5,000,000.00	5,042,300.00	5,042,469.05	1.875	AAA	1.528	926	07/15/2018
742651DQ2	2059	Private Export Funding		12/11/2015	10,000,000.00	9,800,000.00	9,812,180.66	1.450	AAA	1.990	1,322	08/15/2019
713448CE6	1889	Pepsico Inc		02/28/2013	1,300,000.00	1,299,688.00	1,299,976.79	0.700	A	0.712	56	02/26/2016
742718DV8	1885	Procter & Gamble		01/23/2013	4,000,000.00	4,010,360.00	4,017,528.61	1.450	AA	0.735	227	08/15/2016
89233P7E0	1878	Toyota Mtr Credit		01/14/2013	10,000,000.00	10,020,300.00	10,021,715.76	1.375	AA	1.264	740	01/10/2018
89236TBH7	2041	Toyota Mtr Credit		10/28/2015	2,000,000.00	1,996,640.00	2,008,587.10	1.125	AA	0.810	501	05/16/2017
91159HHE3	2064	US Bank		12/14/2015	5,000,000.00	5,030,700.00	5,050,273.45	1.950	AAA	1.694	1,049	11/15/2018
931142DF7	1898	Wal-Mart		04/11/2013	5,000,000.00	4,979,150.00	5,008,291.11	1.125	AA	1.050	831	04/11/2018
94974BFL9	1996	Wells Fargo		01/16/2015	5,000,000.00	5,007,900.00	5,011,157.17	1.250	A	0.843	201	07/20/2016
94974BFL9	2036	Wells Fargo		09/17/2015	5,000,000.00	5,007,900.00	5,015,663.86	1.250	A	0.680	201	07/20/2016
94974BFQ8	2037	Wells Fargo		10/06/2015	2,490,000.00	2,503,919.10	2,511,532.96	2.150	A	1.764	1,110	01/15/2019
94974BEZ9	2062	Wells Fargo		12/14/2015	5,000,000.00	5,067,900.00	5,074,706.03	2.625	A	1.049	349	12/15/2016
		Subtotal and Average	175,447,254.82		**183,454,000.00**	**184,639,850.70**	**185,069,766.06**			**1.250**	**661**	
Commercial Paper Disc. -Amortizing												
06538BEQ2	2051	Bank of Tokyo of Los Angeles		11/24/2015	2,500,000.00	2,492,951.40	2,493,964.91	0.610	A-1	0.620	144	05/24/2016
09659JJC8	2069	BNP Paribas		12/21/2015	25,000,000.00	24,829,926.00	24,837,448.81	0.920	A-1	0.954	255	09/12/2016
22533TFU5	2071	Credit Agricole		12/29/2015	25,000,000.00	24,902,500.00	24,902,177.17	0.800	A-1	0.814	179	06/28/2016
90262CDB0	2035	UBS Finance		09/15/2015	10,000,000.00	9,973,450.70	9,984,059.68	0.570	A-1	0.587	101	04/11/2016
		Subtotal and Average	37,726,909.01		**62,500,000.00**	**62,198,828.10**	**62,217,650.55**			**0.826**	**195**	
Federal Agency Coupon Securities												
3133ECDE1	1881	Federal Farm Credit Bank		01/22/2013	5,000,000.00	4,974,450.00	4,998,353.33	0.940	AAA	0.956	752	01/22/2018
3133ECDE1	1882	Federal Farm Credit Bank		01/22/2013	5,000,000.00	4,974,450.00	4,998,970.83	0.940	AAA	0.950	752	01/22/2018
3133ECDE1	1883	Federal Farm Credit Bank		01/22/2013	5,000,000.00	4,974,450.00	4,998,970.83	0.940	AAA	0.950	752	01/22/2018

MERCED COUNTY TREASURY
Portfolio Management
Portfolio Details - Investments
December 31, 2015

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Federal Agency Coupon Securities												
3133EGLF9	1894	Federal Farm Credit Bank		04/17/2013	5,000,000.00	5,000,050.00	4,998,381.94	0.660	AAA	0.685	472	04/17/2017
3133ECMZ4	1901	Federal Farm Credit Bank		05/01/2013	5,000,000.00	4,978,900.00	5,000,000.00	0.690	AAA	0.690	486	05/01/2017
3133EEFP0	1984	Federal Farm Credit Bank		12/31/2014	5,500,000.00	5,500,055.00	5,497,448.97	1.200	AAA	1.224	717	12/18/2017
3133EFRH2	2054	Federal Farm Credit Bank		11/30/2015	5,000,000.00	4,987,500.00	5,000,000.00	1.340	AAA	1.340	1,064	11/30/2018
3133EA2U1	2060	Federal Farm Credit Bank		12/10/2015	4,750,000.00	4,750,190.00	4,739,160.62	1.800	AAA	1.850	1,735	10/01/2020
3133EFRH2	2061	Federal Farm Credit Bank		12/10/2015	5,000,000.00	4,987,500.00	5,000,000.00	1.340	AAA	1.339	1,064	11/30/2018
3133EFSZ1	2065	Federal Farm Credit Bank		12/17/2015	5,000,000.00	4,986,050.00	5,000,000.00	1.440	AAA	1.440	1,081	12/17/2018
3133EFGN1	2068	Federal Farm Credit Bank		12/21/2015	5,000,000.00	4,951,750.00	4,980,182.48	1.200	AAA	1.335	1,102	01/07/2019
313382QF3	1897	Federal Home Loan Bank		04/12/2013	5,020,000.00	4,988,022.60	5,020,000.00	1.010	AAA	1.010	829	04/09/2018
3130A0NR7	1924	Federal Home Loan Bank		01/29/2014	10,000,000.00	10,000,200.00	9,993,506.94	1.430	AAA	1.462	759	01/29/2018
3130A3UU6	1993	Federal Home Loan Bank		01/27/2015	5,000,000.00	4,992,600.00	5,000,000.00	0.875	AAA	0.875	392	01/27/2017
3130A3J70	1998	Federal Home Loan Bank		02/04/2015	5,000,000.00	4,990,200.00	5,005,730.51	0.625	AAA	0.512	327	11/23/2016
3130A2C61	2014	Federal Home Loan Bank		04/08/2015	5,000,000.00	4,996,950.00	5,000,654.67	0.375	AAA	0.349	161	06/10/2016
3130A6WU7	2070	Federal Home Loan Bank		12/28/2015	5,000,000.00	4,993,450.00	5,000,000.00	1.500	AAA	1.500	1,092	12/28/2018
3130A6VB0	2073	Federal Home Loan Bank		12/29/2015	4,750,000.00	4,747,815.00	4,747,393.31	1.250	AAA	1.272	910	08/29/2018
3137EADJ5	1921	Federal Home Loan Mtg Corp		01/16/2014	10,000,000.00	9,983,400.00	9,979,941.04	1.000	AAA	1.279	574	07/28/2017
3137EADH9	1959	Federal Home Loan Mtg Corp		09/13/2014	4,970,000.00	4,969,503.00	4,972,903.05	1.000	AAA	0.960	545	06/29/2017
3137EADJ5	1960	Federal Home Loan Mtg Corp		08/14/2014	9,870,000.00	9,853,615.80	9,870,105.19	1.000	AAA	0.999	574	07/28/2017
3134G32Z2	2010	Federal Home Loan Mtg Corp		04/07/2015	5,000,000.00	4,940,500.00	4,992,811.51	1.570	AAA	1.607	1,468	01/08/2020
3134G82K4	2042	Federal Home Loan Mtg Corp		11/25/2015	5,000,000.00	4,972,550.00	5,000,000.00	0.800	AAA	0.800	602	08/25/2017
3134G84A4	2058	Federal Home Loan Mtg Corp		12/09/2015	5,000,000.00	4,982,500.00	4,995,112.62	1.250	AAA	1.288	966	08/24/2018
3134G8C72	2066	Federal Home Loan Mtg Corp		12/18/2015	5,000,000.00	4,994,400.00	4,999,018.06	1.125	AAA	1.135	717	12/18/2017
3134G84A4	2067	Federal Home Loan Mtg Corp		12/21/2015	5,000,000.00	4,982,500.00	4,992,577.88	1.250	AAA	1.307	966	08/24/2018
3134G8D48	2072	Federal Home Loan Mtg Corp		12/29/2015	10,000,000.00	9,995,100.00	10,000,000.00	1.500	AAA	1.500	1,092	12/28/2018
3135G0VA8	1888	Federal National Mortgage Assn		02/15/2013	4,000,000.00	4,000,320.00	3,999,639.25	0.500	AAA	0.535	89	03/30/2016
3135G0JA2	1968	Federal National Mortgage Assn		09/04/2014	5,000,000.00	5,008,250.00	5,012,087.30	1.125	AAA	0.939	482	04/27/2017
3135G0F99	2039	Federal National Mortgage Assn		10/26/2015	5,000,000.00	5,047,930.56	5,047,930.56	1.625	AAA	0.600	1,029	10/26/2018
3135G0G72	2053	Federal National Mortgage Assn		11/27/2015	10,000,000.00	9,945,154.24	9,945,154.24	1.125	AAA	1.315	1,078	12/14/2018
		Subtotal and Average	145,237,973.49		**178,860,000.00**	**178,450,306.20**	**178,786,035.33**			**1.129**	**800**	
Treasury Coupon Securities												
912828KZ2	1906	US Treasury Notes		05/15/2013	5,000,000.00	5,064,850.00	5,069,960.18	3.250	AAA	0.406	181	06/30/2016
912828KZ2	1907	US Treasury Notes		05/24/2013	5,000,000.00	5,064,850.00	5,068,799.82	3.250	AAA	0.451	181	06/30/2016
912828RU6	1917	US Treasury Notes		11/01/2013	4,950,000.00	4,952,920.50	4,961,366.44	0.875	AAA	0.621	334	11/30/2016
912828SM3	1933	US Treasury Notes		04/04/2014	1,120,000.00	1,121,747.20	1,120,565.94	1.000	AAA	0.959	455	03/31/2017
912828SY7	1953	US Treasury Notes		08/03/2014	5,000,000.00	4,977,950.00	4,986,906.74	0.625	AAA	0.813	516	05/31/2017

MERCED COUNTY TREASURY
Portfolio Management
Portfolio Details - Investments
December 31, 2015

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Treasury Coupon Securities												
912828RX0	1982	US Treasury Notes		12/09/2014	5,000,000.00	5,003,150.00	5,009,088.65	0.875	AAA	0.691	365	12/31/2016
912828TG5	1997	US Treasury Notes		02/04/2015	5,000,000.00	4,962,100.00	4,988,829.76	0.500	AAA	0.643	577	07/31/2017
912828QX1	2000	US Treasury Notes		02/06/2015	1,700,000.00	1,708,568.00	1,711,215.66	1.500	AAA	0.361	212	07/31/2016
912828UU2	2003	US Treasury Notes		02/27/2015	1,900,000.00	1,882,995.00	1,887,806.54	0.750	AAA	1.041	820	03/31/2018
912828UU21	2008	US Treasury Notes		03/27/2015	3,900,000.00	3,865,095.00	3,878,990.41	0.750	AAA	0.994	820	03/31/2018
912828VE7	2027	US Treasury Notes		05/29/2015	1,150,000.00	1,144,112.00	1,149,026.82	1.000	AAA	1.036	881	05/31/2018
912828A34	2043	US Treasury Notes		11/09/2015	3,650,000.00	3,643,868.00	3,657,062.27	1.250	AAA	1.182	1,064	11/30/2018
912828A34	2047	US Treasury Notes		11/16/2015	570,000.00	569,042.40	571,173.86	1.250	AAA	1.178	1,064	11/30/2018
912828A75	2056	US Treasury Notes		12/04/2015	4,940,000.00	4,962,378.20	4,980,830.16	1.500	AAA	1.218	1,095	12/31/2018
912828B33	2074	US Treasury Notes		12/30/2015	4,795,000.00	4,811,878.40	4,812,575.42	1.500	AAA	1.378	1,126	01/31/2019
		Subtotal and Average	53,865,795.65		**53,675,000.00**	**53,735,504.70**	**53,854,198.67**			**0.827**	**608**	
Supranational - IBRD, IFC, IADB												
459058BB8	1991	Intl Bnk for Recons & Dev		01/08/2015	5,000,000.00	5,014,600.00	5,017,520.84	2.125	AAA	0.414	74	03/15/2016
45905URE6	1992	Intl Bnk for Recons & Dev		01/08/2015	3,000,000.00	2,996,220.00	2,998,669.51	0.900	AAA	0.931	535	06/19/2017
45905URG1	1994	Intl Bnk for Recons & Dev		01/16/2015	10,000,000.00	9,987,700.00	10,001,043.00	0.690	AAA	0.680	382	01/17/2017
459058EE9	2009	Intl Bnk for Recons & Dev		04/15/2015	5,000,000.00	5,000,000.00	5,000,000.00	1.200	AAA	1.200	1,566	04/15/2020
459058EJ8	2023	Intl Bnk for Recons & Dev		05/07/2015	5,000,000.00	4,958,400.00	4,993,160.47	1.000	AAA	1.057	896	06/15/2018
459058DU4	2075	Intl Bnk for Recons & Dev		12/31/2015	5,000,000.00	4,996,500.00	4,994,500.00	0.750	AAA	0.866	349	12/15/2016
45950KCE8	1990	Intl Fin Corp		01/08/2015	5,000,000.00	4,990,850.00	5,001,675.52	0.625	AAA	0.580	276	10/03/2016
45950VCJ3	2033	Intl Fin Corp		08/31/2015	10,000,000.00	9,992,100.00	10,006,734.12	0.500	AAA	0.513	136	05/16/2016
		Subtotal and Average	43,183,920.15		**48,000,000.00**	**47,936,370.00**	**48,013,303.46**			**0.735**	**470**	
Municipal Bonds												
13017HAD8	1980	CA Earthquake Authority Taxabl		11/06/2014	575,000.00	577,811.75	575,000.00	1.824	A	1.824	547	07/01/2017
13017HAC0	1981	CA Earthquake Authority Taxabl		11/06/2014	760,000.00	761,406.00	760,000.00	1.194	A	1.194	182	07/01/2016
91412GSX4	1914	University of California		10/02/2013	405,000.00	405,546.75	405,000.00	0.907	AA	0.906	135	05/15/2016
13063BN73	1891	State of California		03/27/2013	1,380,000.00	1,380,786.60	1,380,138.90	1.050	AA	0.930	31	02/01/2016
13063CFD7	1915	State of California		11/05/2013	2,500,000.00	2,507,725.00	2,503,274.84	1.250	AA	1.090	305	11/01/2016
13063CFC9	1916	State of California		11/05/2013	2,500,000.00	2,519,325.00	2,504,104.15	1.750	AA	1.657	670	11/01/2017
587672AP1	1856	Merced County POBs		07/03/2012	6,480,000.00	6,572,793.60	6,541,498.65	6.249	A	5.140	227	08/15/2016
		Subtotal and Average	14,673,400.48		**14,600,000.00**	**14,725,394.70**	**14,669,016.54**			**3.007**	**305**	

MERCED COUNTY TREASURY
Portfolio Management
Portfolio Details - Investments
December 31, 2015

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity
		Total and Average	719,618,366.08		768,423,431.37	769,014,954.38	769,939,855.22			0.929	465

MERCED COUNTY

MERCED COUNTY TREASURY
Summary by Type
DECEMBER 31, 2015

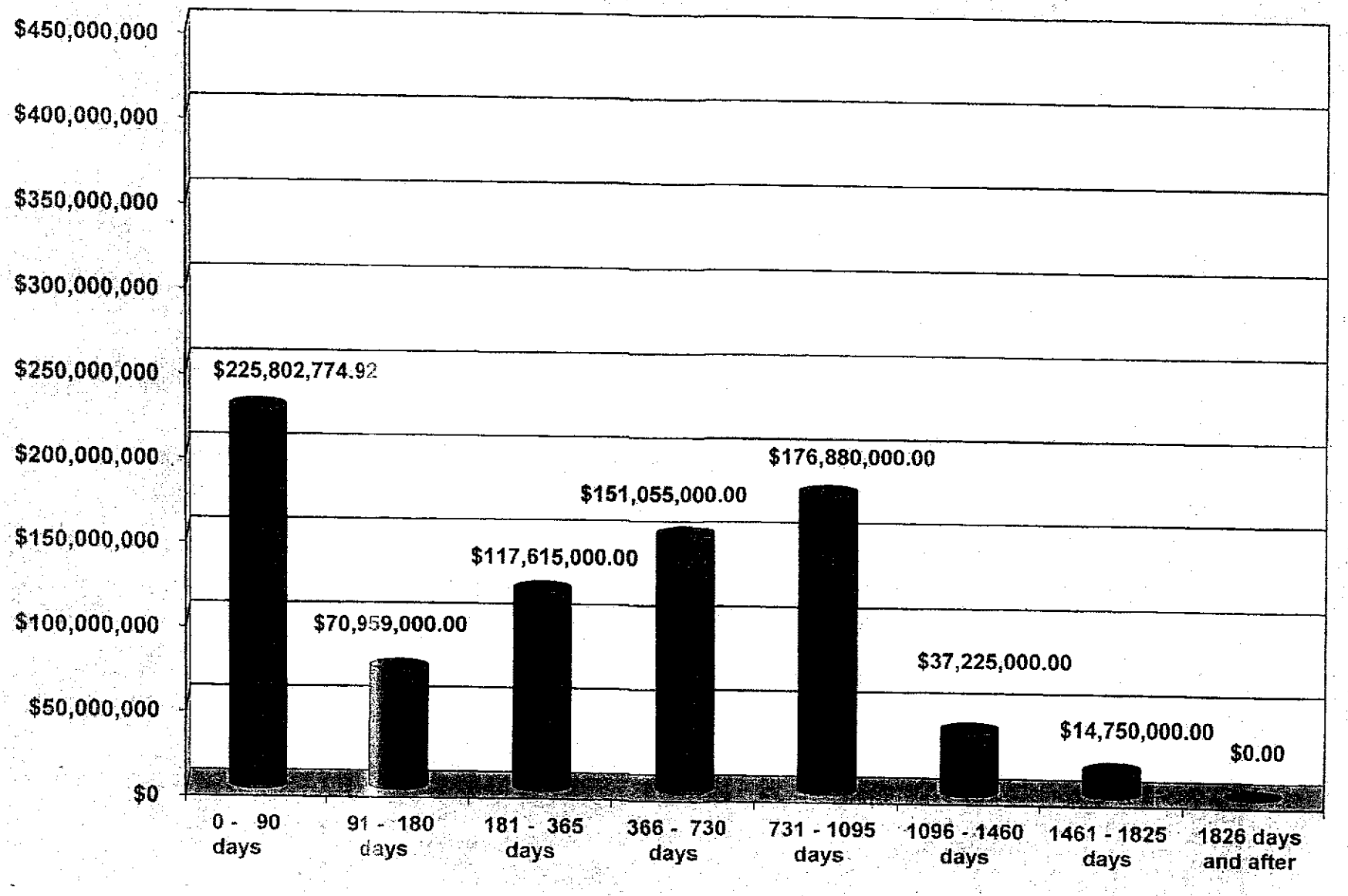
SECURITY TYPE	NUMBER OF INVESTMENTS	PAR VALUE	BOOK VALUE	Percent of Portfolio	*COMPLIANCE % ALLOWED	MEET Compliance
Treasury Coupon Securities	15	53,675,000.00	53,854,198.67	6.99%	30.00%	YES
Federal Agency Coupon Securities	31	178,860,000.00	178,786,035.33	23.22%	75.00%	YES
Supranationals - IBRD, IFC, IADB	8	48,000,000.00	48,013,303.46	6.24%	30.00%	YES
Medium Term Notes	35	183,454,000.00	185,069,766.06	24.04%	30.00%	YES
Municipal Bonds	7	14,600,000.00	14,669,016.54	1.91%	75.00%	YES
Commercial Paper	4	62,500,000.00	62,217,650.55	8.08%	30.00%	YES
Negotiable CD	12	47,425,000.00	47,420,453.24	6.16%	30.00%	YES
LAIF	2	100,000,000.00	100,000,000.00	12.99%	25.00%	YES
Managed Pool Accounts	4	79,909,431.37	79,909,431.37	10.38%	25.00%	YES
	118	768,423,431.37	769,939,855.22	100.00%		

* Compliance percentage is calculated at the time the investment is purchased, as percentages change daily due to fluctuating amounts in overnight accounts.

MERCED COUNTY TREASURY
Aging Report
By Maturity Date
As of December 31, 2015

					Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval: 0 days	(12/31/2015 - 12/31/2015)	9 Maturities	0 Payments		210,772,774.92	26.54%	210,772,774.92	210,772,774.92
Aging Interval: 1 - 15 days	(01/01/2016 - 01/15/2016)	0 Maturities	0 Payments		0.00	0.00%	0.00	0.00
Aging Interval: 16 - 60 days	(01/16/2016 - 02/29/2016)	3 Maturities	0 Payments		6,030,000.00	0.76%	6,034,571.28	6,061,223.40
Aging Interval: 61 - 90 days	(03/01/2016 - 03/30/2016)	2 Maturities	0 Payments		9,000,000.00	1.13%	9,017,156.04	9,050,610.00
Aging Interval: 91 - 180 days	(03/31/2016 - 06/28/2016)	8 Maturities	0 Payments		70,959,000.00	8.93%	70,854,641.93	70,839,484.18
Aging Interval: 181 - 365 days	(06/29/2016 - 12/30/2016)	19 Maturities	0 Payments		117,615,000.00	14.81%	117,931,015.05	118,189,034.01
Aging Interval: 366 - 730 days	(12/31/2016 - 12/30/2017)	32 Maturities	0 Payments		151,055,000.00	19.02%	152,153,511.18	152,802,527.76
Aging Interval: 731 - 1095 days	(12/31/2017 - 12/30/2018)	37 Maturities	0 Payments		176,880,000.00	22.27%	177,091,417.99	177,351,793.50
Aging Interval: 1096 - 1460 days	(12/31/2018 - 12/30/2019)	7 Maturities	0 Payments		37,225,000.00	4.69%	37,227,472.07	37,180,754.68
Aging Interval: 1461 - 1825 days	(12/31/2019 - 12/29/2020)	3 Maturities	0 Payments		14,750,000.00	1.86%	14,731,972.13	14,731,060.62
Aging Interval: 1826 days and after	(12/30/2020 -)	0 Maturities	0 Payments		0.00	0.00%	0.00	0.00
	Total for	120 Investments	0 Payments			100.00	795,814,532.59	796,979,262.97

MERCED COUNTY TREASURY
Aging Report by Maturity Date
for Month Ending December 31, 2015



MERCED COUNTY TREASURY

MERCED COUNTY TREASURY
Purchases Report
Sorted by Purchase Date - Maturity Date
October 1, 2015 - December 31, 2015

CUSIP	Investment #	Fund	Sec. Type	Issuer	Original Par Value	Purchase Date	Payment Periods	Principal Purchased	Accrued Interest at Purchase	Rate at Purchase	Maturity Date	YTM	Ending Book Value
05574BFW5	2040	3030	NCB	BK MON	2,500,000.00	10/23/2015	04/24 - 10/24	2,500,000.00		1.000	04/24/2017	1.000	2,500,000.00
89238TBH7	2041	2070	MTN	TOYOTA	2,000,000.00	10/28/2015	11/16 - 05/16	2,009,680.00	Received	1.125	05/16/2017	0.810	2,008,587.10
46623EKD0	2038	3030	MTN	JP MOR	2,500,000.00	10/06/2015	03/01 - 09/01	2,497,000.00	4,131.94	1.700	03/01/2018	1.751	2,497,294.80
3135G0F99	2039	2070	FAC	FNMA	5,000,000.00	10/26/2015	04/26 - 10/26	5,051,000.00		1.625	10/26/2018	0.600	5,047,930.56
94974BFQ8	2037	3030	MTN	WELLS	2,490,000.00	10/06/2015	01/01 - 07/01	2,513,206.00	12,045.38	2.150	01/15/2019	1.764	2,511,532.96
06538CYG0	2044	3030	ACP	TOK BK	2,575,000.00	11/09/2015	11/16 - At Maturity	2,574,924.90		0.150	11/16/2015	0.150	0.00
09659CYH5	2046	3030	ACP	BNP	2,000,000.00	11/16/2015	11/17 - At Maturity	1,999,983.33		0.120	11/17/2015	0.120	0.00
06538BEQ2	2051	3030	ACP	BKTKYO	2,500,000.00	11/24/2015	05/24 - At Maturity	2,500,000.00			05/24/2016		2,500,000.00
06050TLR1	2050	2070	MTN	BAMER	12,225,000.00	11/24/2015	05/14 - 11/14	12,254,706.75	3,820.31	1.125	11/14/2016	0.873	12,251,566.32
86958DH54	2052	3030	NCB	SVENSK	2,500,000.00	11/24/2015	05/24 - 11/24	2,500,000.00		0.828	08/24/2017	0.828	2,500,000.00
3134G82K4	2042	2070	FAC	FHLMC	5,000,000.00	11/25/2015	05/25 - 11/25	5,000,000.00		0.800	08/25/2017	0.800	5,000,000.00
06417GAS7	2045	3030	NCB	NOVA S	2,500,000.00	11/09/2015	05/06 - 11/06	2,500,000.00		1.560	11/06/2017	1.560	2,500,000.00
83050FBG5	2048	3030	NCB	SKAND	2,000,000.00	11/17/2015	05/17 - 11/17	2,000,000.00		1.480	11/16/2017	1.480	2,000,000.00
40428AR41	2049	2070	NCB	HSBC	2,500,000.00	11/18/2015	05/18 - 11/18	2,500,000.00		0.954	11/17/2017	0.954	2,500,000.00
912828A34	2043	3030	TRC	USTN	3,650,000.00	11/09/2015	11/30 - 05/31	3,657,414.06	Received	1.250	11/30/2018	1.182	3,657,062.27
912828A34	2047	3030	TRC	USTN	570,000.00	11/16/2015	11/30 - 05/31	571,224.61	Received	1.250	11/30/2018	1.178	571,173.86
3133EFRH2	2054	2070	FAC	FFCB	5,000,000.00	11/30/2015	05/31 - 11/30	5,000,000.00		1.340	11/30/2018	1.340	5,000,000.00
3135G0G72	2053	2070	FAC	FNMA	10,000,000.00	11/27/2015	12/14 - 06/14	9,943,400.00	Received	1.125	12/14/2018	1.315	9,945,154.24
94988EMK1	2057	2070	NCB	WELLS	10,000,000.00	12/08/2015	06/07 - Final Pmt.	10,000,000.00		0.700	06/07/2016	0.700	10,000,000.00
22533TFU5	2071	2070	ACP	CR AGR	25,000,000.00	12/29/2015	06/28 - At Maturity	24,898,888.89		0.800	06/28/2016	0.803	24,902,177.17
09659JJC8	2069	2070	ACP	BNP	25,000,000.00	12/21/2015	09/12 - At Maturity	24,830,055.56		0.920	09/12/2016	0.941	24,837,448.81
94974BEZ9	2062	2070	MTN	WELLS	5,000,000.00	12/14/2015	12/15 - 06/15	5,078,400.00	Received	2.625	12/15/2016	1.049	5,074,708.03
459058DU4	2075	2070	MC1	IBRD	5,000,000.00	12/31/2015	06/15 - 12/15	4,994,500.00	1,666.67	0.750	12/15/2016	0.866	4,994,500.00
48121CYK6	2063	2070	MTN	JP MOR	5,000,000.00	12/14/2015	03/24 - 09/24	5,375,200.00	66,666.67	6.000	10/01/2017	1.739	5,365,341.58
3134G8C72	2066	2070	FAC	FHLMC	5,000,000.00	12/18/2015	06/18 - 12/18	4,999,000.00		1.125	12/18/2017	1.135	4,999,018.06
06050TMC3	2055	2070	MTN	BAMER	5,710,000.00	12/01/2015	12/05 - 06/05	5,708,572.50	Received	1.750	06/05/2018	1.760	5,708,619.87
3130A6VB0	2073	2070	FAC	FHLB	4,750,000.00	12/29/2015	06/29 - 12/29	4,747,387.50		1.250	06/29/2018	1.272	4,747,393.31
3134G84A4	2058	2070	FAC	FHLMC	5,000,000.00	12/09/2015	02/24 - 08/24	4,995,000.00	2,604.17	1.250	08/24/2018	1.288	4,995,112.82
3134G84A4	2067	2070	FAC	FHLMC	5,000,000.00	12/21/2015	02/24 - 08/24	4,992,500.00	4,687.50	1.250	08/24/2018	1.307	4,992,577.88
91159HHE3	2064	2070	MTN	US BNK	5,000,000.00	12/14/2015	05/15 - 11/15	5,051,100.00	7,854.17	1.950	11/15/2018	1.894	5,050,273.45
3133EFRH2	2061	2070	FAC	FFCB	5,000,000.00	12/10/2015	05/31 - 11/30	5,000,000.00	1,861.11	1.340	11/30/2018	1.339	5,000,000.00
3133EFSZ1	2065	2070	FAC	FFCB	5,000,000.00	12/17/2015	06/17 - 12/17	5,000,000.00		1.440	12/17/2018	1.440	5,000,000.00
3130A6WU7	2070	2070	FAC	FHLB	5,000,000.00	12/28/2015	06/28 - 12/28	5,000,000.00		1.500	12/28/2018	1.500	5,000,000.00

Received = Accrued Interest at Purchase was received by report ending date.

CUSIP	Investment #	Fund	Sec. Type	Issuer	Original Par Value	Purchase Date	Payment Periods	Principal Purchased	Accrued Interest at Purchase	Rate at Purchase	Maturity Date	YTM	Ending Book Value
3134G8D48	2072	2070	FAC	FHLMC	10,000,000.00	12/29/2015	06/28 - 12/28	10,000,000.00	416.67	1.500	12/28/2018	1.500	10,000,000.00
912828A75	2056	3030	TRC	USTN	4,940,000.00	12/04/2015	12/31 - 06/30	4,981,874.22	Received	1.500	12/31/2018	1.218	4,980,830.16
3133EFGN1	2068	2070	FAC	FFCB	5,000,000.00	12/21/2015	01/07 - 07/07	4,980,000.00	12,333.33	1.200	01/07/2019	1.335	4,980,182.48
912828B33	2074	3030	TRC	USTN	4,795,000.00	12/30/2015	01/31 - 07/31	4,812,606.84	29,708.15	1.500	01/31/2019	1.378	4,812,575.42
742651DQ2	2059	2070	MTN	PEFCO	10,000,000.00	12/11/2015	02/15 - 08/15	9,809,300.00	46,722.22	1.450	08/15/2019	1.990	9,812,180.66
3133EA2U1	2060	2070	FAC	FFCB	4,750,000.00	12/10/2015	04/01 - 10/01	4,739,027.50	16,387.50	1.800	10/01/2020	1.850	4,739,160.62
			Total Purchases		**227,455,000.00**			**227,565,962.46**	**210,905.79**				**222,982,402.43**

85

Received = Accrued Interest at Purchase was received by report ending date.

MERCED COUNTY TREASURY
Maturity Report
Sorted by Maturity Date
Receipts during October 1, 2015 - December 31, 2015

CUSIP	Investment #	Fund	Sec. Type	Issuer	Par Value	Maturity Date	Purchase Date	Rate at Maturity	Book Value at Maturity	Interest	Maturity Proceeds	Net Income
13063BHZ8	1979	2070	MUN	CALIF	5,000,000.00	11/01/2015	10/27/2014	3.950	5,000,000.00	98,750.00	5,098,750.00	98,750.00
06538CYG0	2044	3030	ACP	TOK BK	2,575,000.00	11/16/2015	11/09/2015	0.150	2,575,000.00	0.00	2,575,000.00	0.00
09659CYH5	2046	3030	ACP	BNP	2,000,000.00	11/17/2015	11/16/2015	0.120	2,000,000.00	0.00	2,000,000.00	0.00
0027A1ZW2	2018	2070	ACP	ABBEY	5,000,000.00	12/30/2015	04/09/2015	0.500	5,000,000.00	0.00	5,000,000.00	0.00
40427SZW2	2017	2070	ACP	HSBC	10,000,000.00	12/30/2015	04/09/2015	0.400	10,000,000.00	0.00	10,000,000.00	0.00
			Total Maturities		**24,575,000.00**				**24,575,000.00**	**98,750.00**	**24,673,750.00**	**98,750.00**

98

/3

MERCED COUNTY TREASURY
Sales/Call Report
Sorted by Maturity Date - Maturity Date
October 1, 2015 - December 31, 2015

CUSIP	Investment #	Fund	Issuer / Sec. Type	Purchase Date	Redem. Date / Matur. Date	Par Value	Rate at Redem.	Book Value at Redem.	Redemption Principal	Redemption Interest	Total Amount	Net Income
10/15/2015												
46623EJR1	1870	3030	JP MOR MTN	10/18/2012	10/06/2015 10/15/2015	5,000,000.00	1.100	4,999,982.87	5,000,950.00	26,125.00	5,027,075.00 Sale	27,092.13
					Subtotal	**5,000,000.00**		**4,999,982.87**	**5,000,950.00**	**26,125.00**	**5,027,075.00**	**27,092.13**
01/31/2016												
912828B41	1927	3030	USTN TRC	02/07/2014	12/04/2015 01/31/2016	5,000,000.00	0.375	5,000,517.05	5,001,562.50	6,419.84	5,007,982.34 Sale	7,465.29
912828PS3	1918	3030	USTN TRC	01/03/2014	12/30/2015 01/31/2016	4,800,000.00	2.000	4,806,680.74	4,807,125.00	39,652.17	4,846,777.17 Sale	40,096.43
					Subtotal	**9,800,000.00**		**9,807,197.79**	**9,808,687.50**	**46,072.01**	**9,854,759.51**	**47,561.72**
02/10/2016												
05574BDW7	2001	3030	BK MON NCB	02/13/2015	10/23/2015 02/10/2016	2,500,000.00	0.540	2,500,000.00	2,502,129.70	9,450.00	2,511,579.70 Sale	11,579.70
					Subtotal	**2,500,000.00**		**2,500,000.00**	**2,502,129.70**	**9,450.00**	**2,511,579.70**	**11,579.70**
04/15/2016												
96121TWF1	1936	3030	WPAC NCB	04/16/2014	11/24/2015 04/15/2016	5,000,000.00	0.406	5,000,000.00	5,000,950.00	2,780.56	5,003,730.56 Sale	3,730.56
					Subtotal	**5,000,000.00**		**5,000,000.00**	**5,000,950.00**	**2,780.56**	**5,003,730.56**	**3,730.56**
06/10/2016												
06417HMU7	1954	3030	NOVA S NCB	06/13/2014	11/09/2015 06/10/2016	3,650,000.00	0.400	3,649,351.94	3,651,715.50	3,114.67	3,654,830.17 Sale	5,478.23
					Subtotal	**3,650,000.00**		**3,649,351.94**	**3,651,715.50**	**3,114.67**	**3,654,830.17**	**5,478.23**
08/15/2016												
40428AC54	2002	3030	HSBC NCB	02/13/2015	11/18/2015 08/15/2016	2,500,000.00	0.880	2,500,000.00	2,502,588.65	5,683.33	2,508,271.98 Sale	8,271.98
					Subtotal	**2,500,000.00**		**2,500,000.00**	**2,502,588.65**	**5,683.33**	**2,508,271.98**	**8,271.98**
09/30/2017												
912828PA2	1969	3030	USTN TRC	09/04/2014	11/09/2015 09/30/2017	5,000,000.00	1.875	5,077,223.64	5,093,359.38	10,245.90	5,103,605.28 Sale	26,381.64
					Subtotal	**5,000,000.00**		**5,077,223.64**	**5,093,359.38**	**10,245.90**	**5,103,605.28**	**26,381.64**

CUSIP	Investment #	Fund	Issuer Sec. Type	Purchase Date	Redem. Date Matur. Date	Par Value	Rate at Redem.	Book Value at Redem.	Redemption Principal	Redemption Interest	Total Amount	Net Income
10/27/2017												
3133EDZR6	1973	2070	FFCB FAC	10/27/2014	10/27/2015 10/27/2017	10,000,000.00	1.020	10,000,000.00	10,000,000.00	51,000.00	10,051,000.00 Call	51,000.00
					Subtotal	**10,000,000.00**		**10,000,000.00**	**10,000,000.00**	**51,000.00**	**10,051,000.00**	**51,000.00**
10/01/2018												
3133EEWT3	2019	2070	FFCB FAC	04/09/2015	10/13/2015 10/01/2018	5,000,000.00	1.375	5,002,985.62	5,000,000.00	2,291.67	5,002,291.67 Call	-693.95
					Subtotal	**5,000,000.00**		**5,002,985.62**	**5,000,000.00**	**2,291.67**	**5,002,291.67**	**-693.95**
10/17/2018												
3130A4TM4	2021	2070	FHLB FAC	04/17/2015	10/17/2015 10/17/2018	5,000,000.00	0.500	5,000,000.00	5,000,000.00	12,500.00	5,012,500.00 Call	12,500.00
					Subtotal	**5,000,000.00**		**5,000,000.00**	**5,000,000.00**	**12,500.00**	**5,012,500.00**	**12,500.00**
11/20/2019												
3135G0ZX4	1986	2070	FNMA FAC	01/02/2015	11/20/2015 11/20/2019	5,000,000.00	1.850	5,000,000.00	5,000,000.00	46,250.00	5,046,250.00 Sale	46,250.00
					Subtotal	**5,000,000.00**		**5,000,000.00**	**5,000,000.00**	**46,250.00**	**5,046,250.00**	**46,250.00**
					Total Sales	**58,450,000.00**		**58,536,741.86**	**58,560,380.73**	**215,513.14**	**58,775,893.87**	**239,152.01**

88

15

MERCED COUNTY TREASURY
Inventory by Maturity Report
December 31, 2015

CUSIP	Investment #	Fund	Sec. Type	Issuer	Purchase Date	Book Value	Current Rate	Maturity Date	Maturity Amount	Total Days	Par Value	YTM 360	YTM 365	Days to Maturity
13063BN73	1891	3030	MUN	State of California	03/27/2013	1,380,138.90	1.050	02/01/2016	1,380,000.00	1,041	1,380,000.00	0.917	0.930	31
594918AK0	1802	2070	MTN	Microsoft Corp	10/03/2011	3,354,451.11	2.500	02/08/2016	3,350,000.00	1,589	3,350,000.00	1.154	1.170	38
713448CE6	1889	3030	MTN	Pepsico Inc	02/28/2013	1,299,976.79	0.700	02/26/2016	1,300,000.00	1,093	1,300,000.00	0.702	0.712	56
459058BB8	1991	2070	MC1	Intl Bnk for Recons & Dev	01/08/2015	5,017,520.84	2.125	03/15/2016	5,000,000.00	432	5,000,000.00	0.408	0.414	74
3135G0VA8	1888	3030	FAC	Federal National Mortgage	02/15/2013	3,999,639.25	0.500	03/30/2016	4,000,000.00	1,139	4,000,000.00	0.528	0.535	89
90262CDB0	2035	2070	ACP	UBS Finance	09/15/2015	9,984,059.66	0.570	04/11/2016	10,000,000.00	209	10,000,000.00	0.579	0.587	101
037833AH3	2015	2070	MTN	Apple Inc	04/10/2015	8,056,719.43	0.450	05/03/2016	8,054,000.00	389	8,054,000.00	0.345	0.350	123
91412GSX4	1914	3030	MUN	University of California	10/02/2013	405,000.00	0.907	05/15/2016	405,000.00	956	405,000.00	0.894	0.906	135
45950VCJ3	2033	2070	MC1	Intl Fin Corp	08/31/2015	10,006,734.12	0.500	05/16/2016	10,000,000.00	259	10,000,000.00	0.506	0.513	136
06538BEQ2	2051	3030	ACP	Bank of Tokyo of Los	11/24/2015	2,493,964.91	0.610	05/24/2016	2,500,000.00	182	2,500,000.00	0.612	0.620	144
94988EMK1	2057	2070	NCB	Wells Fargo	12/08/2015	10,000,000.00	0.700	06/07/2016	10,000,000.00	182	10,000,000.00	0.690	0.700	158
3130A2C61	2014	2070	FAC	Federal Home Loan Bank	04/08/2015	5,000,654.67	0.375	06/10/2016	5,000,000.00	429	5,000,000.00	0.344	0.349	161
22533TFU5	2071	2070	ACP	Credit Agricole	12/29/2015	24,902,177.17	0.800	06/28/2016	25,000,000.00	182	25,000,000.00	0.803	0.814	179
912828KZ2	1906	3030	TRC	US Treasury Notes	05/15/2013	5,089,960.18	3.250	06/30/2016	5,000,000.00	1,142	5,000,000.00	0.400	0.406	181
912828KZ2	1907	3030	TRC	US Treasury Notes	05/24/2013	5,068,799.82	3.250	06/30/2016	5,000,000.00	1,133	5,000,000.00	0.445	0.451	181
13017HAC0	1981	3030	MUN	CA Earthquake Authority	11/06/2014	760,000.00	1.194	07/01/2016	760,000.00	603	760,000.00	1.178	1.194	182
94974BFL9	1996	2070	MTN	Wells Fargo	01/16/2015	5,011,157.17	1.250	07/20/2016	5,000,000.00	551	5,000,000.00	0.831	0.843	201
94974BFL9	2036	2070	MTN	Wells Fargo	09/17/2015	5,015,663.86	1.250	07/20/2016	5,000,000.00	307	5,000,000.00	0.671	0.680	201
459200GX3	2013	2070	MTN	International Business	04/10/2015	5,041,700.97	1.950	07/22/2016	5,000,000.00	469	5,000,000.00	0.444	0.450	203
63254AAG3	2020	2070	MTN	National Australia Bank	04/13/2015	10,049,174.89	1.300	07/25/2016	10,000,000.00	469	10,000,000.00	0.423	0.429	206
912828QX1	2000	3030	TRC	US Treasury Notes	02/06/2015	1,711,215.66	1.500	07/31/2016	1,700,000.00	541	1,700,000.00	0.356	0.361	212
38147J2L5	1961	3030	NCB	Goldman Sachs	08/19/2014	5,000,000.00	0.900	08/12/2016	5,000,000.00	724	5,000,000.00	0.888	0.900	224
587672AP1	1656	2070	MUN	Merced County POBs	07/03/2012	6,541,498.65	6.249	08/15/2016	6,480,000.00	1,504	6,480,000.00	5.070	5.140	227
742718DV8	1885	2070	MTN	Procter & Gamble	01/23/2013	4,017,528.61	1.450	08/15/2016	4,000,000.00	1,300	4,000,000.00	0.725	0.735	227
09659JJC8	2069	2070	ACP	BNP Paribas	12/21/2015	24,837,448.81	0.920	09/12/2016	25,000,000.00	266	25,000,000.00	0.941	0.954	255
45950KCE8	1990	2070	MC1	Intl Fin Corp	01/08/2015	5,001,675.52	0.625	10/03/2016	5,000,000.00	634	5,000,000.00	0.572	0.580	276
13063CFD7	1915	2070	MUN	State of California	11/05/2013	2,503,274.84	1.250	11/01/2016	2,500,000.00	1,092	2,500,000.00	1.075	1.090	305
06050TLR1	2050	2070	MTN	Bank of America	11/24/2015	12,251,566.32	1.125	11/14/2016	12,225,000.00	356	12,225,000.00	0.861	0.873	318
3130A3J70	1998	3030	FAC	Federal Home Loan Bank	02/04/2015	5,005,730.51	0.625	11/23/2016	5,000,000.00	658	5,000,000.00	0.505	0.512	327
14912L5W7	1964	2070	MTN	Caterpillar Financial	08/26/2014	5,008,049.94	0.819	11/25/2016	5,000,000.00	822	5,000,000.00	0.610	0.618	329
912828RU6	1917	3030	TRC	US Treasury Notes	11/01/2013	4,961,366.44	0.875	11/30/2016	4,950,000.00	1,125	4,950,000.00	0.612	0.621	334
94974BEZ9	2062	2070	MTN	Wells Fargo	12/14/2015	5,074,708.03	2.625	12/15/2016	5,000,000.00	367	5,000,000.00	1.035	1.049	349
459058DU4	2075	2070	MC1	Intl Bnk for Recons & Dev	12/31/2015	4,994,500.00	0.750	12/15/2016	5,000,000.00	350	5,000,000.00	0.854	0.866	349
912828RX0	1992	3030	TRC	US Treasury Notes	12/09/2014	5,009,088.65	0.875	12/31/2016	5,000,000.00	753	5,000,000.00	0.682	0.691	365
45905URG1	1994	2070	MC1	Intl Bnk for Recons & Dev	01/16/2015	10,001,043.00	0.690	01/17/2017	10,000,000.00	732	10,000,000.00	0.671	0.680	382
3130A3UU6	1993	2070	FAC	Federal Home Loan Bank	01/27/2015	5,000,000.00	0.875	01/27/2017	5,000,000.00	731	5,000,000.00	0.863	0.875	392

CUSIP	Investment #	Fund	Sec. Type	Issuer	Purchase Date	Book Value	Current Rate	Maturity Date	Maturity Amount	Total Days	Par Value	YTM 360	YTM 365	Days to Maturity
36161TY74	1963	2070	NCB	GE Capital Corp	08/29/2014	5,000,000.00	1.000	02/28/2017	5,000,000.00	914	5,000,000.00	0.986	1.000	424
912828SM3	1933	3030	TRC	US Treasury Notes	04/04/2014	1,120,565.94	1.000	03/31/2017	1,120,000.00	1,092	1,120,000.00	0.946	0.959	455
13606JYY9	2016	3030	NCB	Canadian Imperial Bank NY	04/10/2015	2,925,000.00	1.010	04/06/2017	2,925,000.00	727	2,925,000.00	0.996	1.010	461
3133ECLF9	1894	2070	FAC	Federal Farm Credit Bank	04/17/2013	4,998,381.94	0.660	04/17/2017	5,000,000.00	1,461	5,000,000.00	0.676	0.685	472
21684BXH2	2022	3030	NCB	Rabo Bank CD	04/27/2015	5,000,000.00	1.070	04/21/2017	5,000,000.00	725	5,000,000.00	1.055	1.070	476
05574BFW5	2040	3030	NCB	Bank of Montreal Harris	10/23/2015	2,500,000.00	1.000	04/24/2017	2,500,000.00	549	2,500,000.00	0.986	1.000	479
3135G0JA2	1988	3030	FAC	Federal National Mortgage	09/04/2014	5,012,087.30	1.125	04/27/2017	5,000,000.00	966	5,000,000.00	0.926	0.939	482
3133ECMZ4	1901	2070	FAC	Federal Farm Credit Bank	05/01/2013	5,000,000.00	0.690	05/01/2017	5,000,000.00	1,461	5,000,000.00	0.681	0.690	486
89236TBH7	2041	2070	MTN	Toyota Mtr Credit	10/28/2015	2,008,587.10	1.125	05/16/2017	2,000,000.00	566	2,000,000.00	0.799	0.810	501
65558LFA5	2026	3030	NCB	Nordea Bank Finland NY	05/29/2015	2,500,000.00	1.150	05/26/2017	2,500,000.00	728	2,500,000.00	1.134	1.150	511
912828SY7	1953	3030	TRC	US Treasury Notes	06/03/2014	4,986,908.74	0.625	05/31/2017	5,000,000.00	1,093	5,000,000.00	0.602	0.613	516
45905URE6	1992	2070	MC1	Intl Bnk for Recons & Dev	01/08/2015	2,998,669.51	0.900	06/19/2017	3,000,000.00	893	3,000,000.00	0.918	0.931	535
3137EADH9	1959	3030	FAC	Federal Home Loan Mtg	08/13/2014	4,972,903.05	1.000	06/29/2017	4,970,000.00	1,051	4,970,000.00	0.947	0.960	545
13017HAD8	1980	3030	MUN	CA Earthquake Authority	11/06/2014	575,000.00	1.824	07/01/2017	575,000.00	968	575,000.00	1.799	1.824	547
3137EADJ5	1921	2070	FAC	Federal Home Loan Mtg	01/16/2014	9,979,941.04	1.000	07/28/2017	10,000,000.00	1,289	10,000,000.00	1.262	1.279	574
3137EADJ5	1960	3030	FAC	Federal Home Loan Mtg	08/14/2014	9,870,105.19	1.000	07/28/2017	9,870,000.00	1,079	9,870,000.00	0.986	0.999	574
912828TG5	1997	3030	TRC	US Treasury Notes	02/04/2015	4,988,829.76	0.500	07/31/2017	5,000,000.00	908	5,000,000.00	0.634	0.643	577
86958DH54	2052	3030	NCB	Svenska Handelsbanken	11/24/2015	2,500,000.00	0.828	08/24/2017	2,500,000.00	639	2,500,000.00	0.817	0.828	601
3134G82K4	2042	2070	FAC	Federal Home Loan Mtg	11/25/2015	5,000,000.00	0.800	08/25/2017	5,000,000.00	639	5,000,000.00	0.789	0.800	602
90333VPF1	1970	3030	NCB	US Bank	09/11/2014	4,995,453.24	1.375	09/11/2017	5,000,000.00	1,096	5,000,000.00	1.410	1.430	619
36962G3H5	1995	2070	MTN	GE Capital Corp	01/16/2015	10,715,479.67	5.625	09/15/2017	10,000,000.00	973	10,000,000.00	1.322	1.340	623
48121CYK6	2063	2070	MTN	JP Morgan Chase	12/14/2015	5,365,341.58	6.000	10/01/2017	5,000,000.00	657	5,000,000.00	1.716	1.739	639
13063CFC9	1916	2070	MUN	State of California	11/05/2013	2,504,104.15	1.750	11/01/2017	2,500,000.00	1,457	2,500,000.00	1.634	1.657	670
06417GAS7	2045	3030	NCB	Bank of Nova Scotia	11/09/2015	2,500,000.00	1.560	11/06/2017	2,500,000.00	728	2,500,000.00	1.539	1.560	675
83050FBG5	2048	3030	NCB	Skandinaviska Enskilda	11/17/2015	2,000,000.00	1.460	11/16/2017	2,000,000.00	730	2,000,000.00	1.460	1.480	685
40428AR41	2049	2070	NCB	Household Finance	11/18/2015	2,500,000.00	0.954	11/17/2017	2,500,000.00	730	2,500,000.00	0.941	0.954	686
24422ESR1	1977	2070	MTN	John Deere Cap Corp	10/27/2014	9,129,568.74	1.550	12/15/2017	9,095,000.00	1,145	9,095,000.00	1.586	1.608	714
3133EEFP0	1984	2070	FAC	Federal Farm Credit Bank	12/31/2014	5,497,448.97	1.200	12/18/2017	5,500,000.00	1,083	5,500,000.00	1.207	1.224	717
3134G8C72	2066	2070	FAC	Federal Home Loan Mtg	12/18/2015	4,999,018.06	1.125	12/18/2017	5,000,000.00	731	5,000,000.00	1.120	1.135	717
89233P7E0	1878	2070	MTN	Toyota Mtr Credit	01/14/2013	10,021,715.76	1.375	01/10/2018	10,000,000.00	1,822	10,000,000.00	1.247	1.264	740
3133ECDE1	1881	2070	FAC	Federal Farm Credit Bank	01/22/2013	4,998,353.33	0.940	01/22/2018	5,000,000.00	1,826	5,000,000.00	0.943	0.956	752
3133ECDE1	1882	2070	FAC	Federal Farm Credit Bank	01/22/2013	4,998,970.83	0.940	01/22/2018	5,000,000.00	1,826	5,000,000.00	0.937	0.950	752
3133ECDE1	1883	2070	FAC	Federal Farm Credit Bank	01/22/2013	4,998,970.83	0.940	01/22/2018	5,000,000.00	1,826	5,000,000.00	0.937	0.950	752
3130A0NR7	1924	2070	FAC	Federal Home Loan Bank	01/29/2014	9,993,508.94	1.430	01/29/2018	10,000,000.00	1,461	10,000,000.00	1.442	1.462	759
459200HZ7	1999	3030	MTN	International Business	02/06/2015	3,292,963.82	1.125	02/06/2018	3,300,000.00	1,096	3,300,000.00	1.212	1.229	767
46623EKD0	2038	3030	MTN	JP Morgan Chase	10/06/2015	2,497,294.80	1.700	03/01/2018	2,500,000.00	877	2,500,000.00	1.727	1.751	790
02665WAT8	2004	3030	MTN	American Honda Finance	03/13/2015	2,097,936.40	1.500	03/13/2018	2,100,000.00	1,096	2,100,000.00	1.525	1.546	802
912828UU2	2003	3030	TRC	US Treasury Notes	02/27/2015	1,887,806.54	0.750	03/31/2018	1,900,000.00	1,128	1,900,000.00	1.027	1.041	820
912828UU21	2008	3030	TRC	US Treasury Notes	03/27/2015	3,878,990.41	0.750	03/31/2018	3,900,000.00	1,100	3,900,000.00	0.980	0.994	820
36962G6W9	1895	2070	MTN	GE Capital Corp	04/15/2013	5,012,412.34	1.625	04/02/2018	5,000,000.00	1,813	5,000,000.00	1.489	1.510	822
313382QF3	1897	2070	FAC	Federal Home Loan Bank	04/12/2013	5,020,000.00	1.010	04/09/2018	5,020,000.00	1,823	5,020,000.00	0.996	1.010	829

CUSIP	Investment #	Fund	Sec. Type	Issuer	Purchase Date	Book Value	Current Rate	Maturity Date	Maturity Amount	Total Days	Par Value	YTM 360	YTM 365	Days to Maturity
931142DF7	1898	2070	MTN	Wal-Mart	04/11/2013	5,008,291.11	1.125	04/11/2018	5,000,000.00	1,826	5,000,000.00	1.036	1.050	831
36962G3U6	2025	3030	MTN	GE Capital Corp	05/29/2015	2,442,800.51	5.625	05/01/2018	2,230,000.00	1,068	2,230,000.00	1.414	1.434	851
084664BW0	1929	2070	MTN	Berkshire Hathaway Fin	03/25/2014	4,950,422.15	1.300	05/15/2018	5,000,000.00	1,512	5,000,000.00	1.711	1.735	865
58933YAG0	2012	2070	MTN	Merck & Co Inc	04/09/2015	5,022,746.11	1.300	05/18/2018	5,000,000.00	1,135	5,000,000.00	1.090	1.105	868
06406HDB2	2024	3030	MTN	Bank of New York Company	05/29/2015	2,499,819.45	1.600	05/22/2018	2,500,000.00	1,089	2,500,000.00	1.581	1.603	872
912828VE7	2027	3030	TRC	US Treasury Notes	05/29/2015	1,149,026.82	1.000	05/31/2018	1,150,000.00	1,098	1,150,000.00	1.022	1.036	881
06050TMC3	2055	2070	MTN	Bank of America	12/01/2015	5,708,619.87	1.750	06/05/2018	5,710,000.00	917	5,710,000.00	1.738	1.760	886
459058EJ8	2023	2070	MC1	Intl Bnk for Recons & Dev	05/07/2015	4,993,160.47	1.000	06/15/2018	5,000,000.00	1,135	5,000,000.00	1.042	1.057	896
3130A6VB0	2073	2070	FAC	Federal Home Loan Bank	12/29/2015	4,747,393.31	1.250	06/29/2018	4,750,000.00	913	4,750,000.00	1.255	1.272	910
MOSQUITO	1908	2070	MTN	Mosquito Abatement Depot	07/01/2013	750,000.00	3.000	06/30/2018	750,000.00	1,825	750,000.00	2.959	3.000	911
742651DS8	1985	2070	MTN	Private Export Funding	01/02/2015	5,042,469.05	1.875	07/15/2018	5,000,000.00	1,290	5,000,000.00	1.508	1.528	926
24422ETA7	2034	3030	MTN	John Deere Cap Corp	09/11/2015	1,848,377.11	1.750	08/10/2018	1,850,000.00	1,064	1,850,000.00	1.761	1.785	952
3134G84A4	2058	2070	FAC	Federal Home Loan Mtg	12/09/2015	4,995,112.82	1.250	08/24/2018	5,000,000.00	989	5,000,000.00	1.270	1.288	966
3134G84A4	2067	2070	FAC	Federal Home Loan Mtg	12/21/2015	4,992,577.88	1.250	08/24/2018	5,000,000.00	977	5,000,000.00	1.289	1.307	966
3135G0F99	2039	2070	FAC	Federal National Mortgage	10/26/2015	5,047,930.56	1.625	10/26/2018	5,000,000.00	1,096	5,000,000.00	0.592	0.600	1,029
191216BF6	1923	2070	MTN	Coca-Cola Company	01/24/2014	9,970,118.81	1.650	11/01/2018	10,000,000.00	1,742	10,000,000.00	1.736	1.760	1,035
91159HHE3	2064	2070	MTN	US Bank	12/14/2015	5,050,273.45	1.950	11/15/2018	5,000,000.00	1,067	5,000,000.00	1.868	1.894	1,049
912828A34	2043	3030	TRC	US Treasury Notes	11/09/2015	3,657,062.27	1.250	11/30/2018	3,650,000.00	1,117	3,650,000.00	1.166	1.182	1,064
912828A34	2047	3030	TRC	US Treasury Notes	11/16/2015	571,173.86	1.250	11/30/2018	570,000.00	1,110	570,000.00	1.162	1.178	1,064
3133EFRH2	2054	2070	FAC	Federal Farm Credit Bank	11/30/2015	5,000,000.00	1.340	11/30/2018	5,000,000.00	1,096	5,000,000.00	1.322	1.340	1,064
3133EFRH2	2061	2070	FAC	Federal Farm Credit Bank	12/10/2015	5,000,000.00	1.340	11/30/2018	5,000,000.00	1,086	5,000,000.00	1.320	1.339	1,064
3135G0G72	2053	2070	FAC	Federal National Mortgage	11/27/2015	9,945,154.24	1.125	12/14/2018	10,000,000.00	1,113	10,000,000.00	1.297	1.315	1,078
3133EFSZ1	2065	2070	FAC	Federal Farm Credit Bank	12/17/2015	5,000,000.00	1.440	12/17/2018	5,000,000.00	1,096	5,000,000.00	1.420	1.440	1,081
3130A6WU7	2070	2070	FAC	Federal Home Loan Bank	12/28/2015	5,000,000.00	1.500	12/28/2018	5,000,000.00	1,096	5,000,000.00	1.479	1.500	1,092
3134G8D48	2072	2070	FAC	Federal Home Loan Mtg	12/29/2015	10,000,000.00	1.500	12/28/2018	10,000,000.00	1,095	10,000,000.00	1.479	1.500	1,092
912828A75	2056	3030	TRC	US Treasury Notes	12/04/2015	4,980,830.16	1.500	12/31/2018	4,940,000.00	1,123	4,940,000.00	1.201	1.218	1,095
3133EFGN1	2068	2070	FAC	Federal Farm Credit Bank	12/21/2015	4,980,182.48	1.200	01/07/2019	5,000,000.00	1,113	5,000,000.00	1.316	1.335	1,102
94974BFQ8	2037	3030	MTN	Wells Fargo	10/06/2015	2,511,532.96	2.150	01/15/2019	2,490,000.00	1,197	2,490,000.00	1.740	1.764	1,110
912828B33	2074	3030	TRC	US Treasury Notes	12/30/2015	4,812,575.42	1.500	01/31/2019	4,795,000.00	1,128	4,795,000.00	1.359	1.378	1,126
30231GAD4	1976	2070	MTN	Exxon	10/24/2014	5,055,583.24	1.819	03/15/2019	5,000,000.00	1,603	5,000,000.00	1.440	1.460	1,169
30231GAD4	2011	2070	MTN	Exxon	04/06/2015	5,074,534.25	1.819	03/15/2019	5,000,000.00	1,439	5,000,000.00	1.318	1.336	1,169
742651DQ2	2059	2070	MTN	Private Export Funding	12/11/2015	9,812,160.66	1.450	08/15/2019	10,000,000.00	1,343	10,000,000.00	1.963	1.990	1,322
3134G32Z2	2010	2070	FAC	Federal Home Loan Mtg	04/07/2015	4,992,811.51	1.570	01/08/2020	5,000,000.00	1,737	5,000,000.00	1.585	1.607	1,468
459058EE9	2009	2070	MC1	Intl Bnk for Recons & Dev	04/15/2015	5,000,000.00	1.200V	04/15/2020	5,000,000.00	1,827	5,000,000.00	1.184	1.200	1,566
3133EA2U1	2060	2070	FAC	Federal Farm Credit Bank	12/10/2015	4,739,160.62	1.800	10/01/2020	4,750,000.00	1,757	4,750,000.00	1.825	1.850	1,735
				Subtotal and Average		**590,030,423.85**			**588,514,000.00**		**588,514,000.00**	**1.098**	**1.114**	**606**
				Net Maturities and Average		**590,030,423.85**			**588,514,000.00**		**588,514,000.00**	**1.098**	**1.114**	**606**

V - Security with variable rate change.

MERCED COUNTY TREASURY

PORTFOLIO REVIEW of FIVE QUARTERS

Quarter Ending Portfolio Composition:	Dec. 12, 2015	Sept. 30 2015	June 30, 2015	Mar. 31, 2015	Dec. 31, 2014
Book Value of Assets Held	$ 769,939,855	$ 624,879,531	$ 633,800,034	$ 687,275,415	$ 700,895,176
Market Value of Assets Held	$ 769,014,954	$ 625,785,366	$ 634,015,057	$ 688,293,147	$ 700,397,637
Assets Maturing Within 90 Days	$ 226,802,775	$ 243,708,283	$ 242,978,932	$ 260,960,614	$ 353,708,817
Percentage of Market to Book	99.88%	100.14%	100.04%	100.15%	99.93%
Weighted Average Maturity (WAM)	465 days	431 days	522 days	452 days	408 days
Return on Assets:					
Total Earnings Quarter Ended	$ 1,334,278	$ 1,188,824	$ 1,399,590	$ 1,304,247	$ 1,213,626
Total Earnings Fiscal YTD	$ 2,526,951	$ 1,188,824	$ 4,990,623	$ 3,619,734	$ 2,276,917
Rate of Return QTR	0.81%	0.76%	0.83%	0.83%	0.79%
Rate of Return Fiscal YTD	0.79%	0.76%	0.80%	0.79%	0.76%
LAIF	0.40%	0.32%	0.29%	0.28%	0.26%

JOHN CHIANG
TREASURER
STATE OF CALIFORNIA

PMIA Performance Report

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
12/31/15	0.43	0.38	179
01/01/16	0.43	0.43	178
01/02/16	0.43	0.43	178
01/03/16	0.43	0.43	178
01/04/16	0.44	0.43	185
01/05/16	0.44	0.43	184
01/06/16	0.44	0.43	184
01/07/16	0.44	0.44	185
01/08/16	0.45	0.44	186
01/09/16	0.45	0.44	186
01/10/16	0.45	0.44	186
01/11/16	0.45	0.44	184
01/12/16	0.45	0.44	184
01/13/16	0.45	0.44	183

*Daily yield does not reflect capital gains or losses

LAIF Performance Report

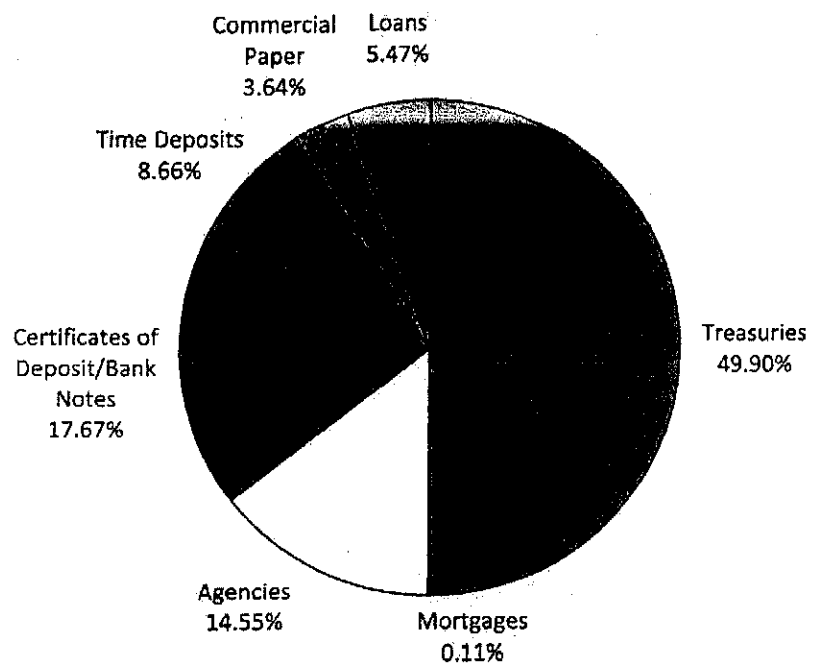
Quarter Ending 09/30/15

Apportionment Rate:	0.32%
Earnings Ratio:	0.00000875275068308
Fair Value Factor:	1.000594646
Daily:	0.35%
Quarter to Date:	0.33%
Average Life:	210

PMIA Average Monthly Effective Yields

DEC 2015	0.400%
NOV 2015	0.374%
OCT 2015	0.357%

Pooled Money Investment Account
Portfolio Composition
12/31/15
$65.6 billion



MINUTES
TREASURY OVERSIGHT COMMITTEE MEETING
October 27, 2015
For the Quarter Ending 09/30/2015

Attendees
David W. Ness – Member of the Public
Allan D. Inman – Special District Representative
Ann Walsh – School District Representative
Janet Riley - School District Representative
Andre Urquidez – Alternate College Representative
Jim Kayser – Fiscal Manager
Pat Fogel – Accountant III

Absent
Lisa Cardella-Presto, C.P.A. – Auditor-Controller
John Pedrozo – Board of Supervisors
Maureen O'Rourke – Member of the Public
Karen Helms – Assistant Treasurer-Tax Collector

Meeting Called to Order

The meeting was called to order at 2:30pm.

Approval of Minutes

Allan Inman made a motion to accept the minutes from July 22, 2015. Ann Walsh seconded the motion. The motion was approved.

Public Comments

None

Portfolio Review

The Quarterly Investment Portfolio Composition figures for the Pooled Investments for the Quarter ending September 30, 2015 were: The Book Value of Assets held was $624,879,531. The Market Value of Assets held was $625,785,366. The category showing Assets Maturing within 90 days has a quarterly total of $243,708,283. The percentage of Market to Book Value was 100.14%. The Weighted Average Maturity (WAM) was 431 days.

The Return of Assets figures were: Total Earnings for the Quarter were $1,188,824 and the Total Earnings Fiscal year-to-date were $1,188,824. The rate of return for the quarter was .76% and rate for the fiscal year of .76%.

Karen explained the temporary change of the graph on the review page due to the County's new accounting system.

Discussion & Information

Before beginning the meeting Karen asked Janet Riley to give an overview of her experience with Merced County Office of Education.

Karen gave a detailed description of Supranationals after Ann Peters requested the information.

The difference between the Mosquito Abatement note with the Treasury Pool and the County loaning funds to the school for dry period financing was discussed. Karen explained how one is an investment with the Treasury Pool and the other is a loan from the County. She told the members that she was looking at equipment lease options as an investment opportunity.

The meeting was adjourned at 3:25 pm.

Submitted by,
Pat Fogel

Board Reference Material

SUBJECT TITLE: Supplemental Educational Service Contract Addendum

REQUESTED ACTION: Approve Addendum

Action __X___ Discussion/Information_____

RECOMMENDATION:

It is recommended that the Sullivan Learning System, Inc., Supplemental Educational Service Contract Addendum (SES) be approved. This addendum will service a total of 60 additional students at HME, LBE, RME, LFE, and Westside Union.

BACKGROUND INFORMATION:

The No Child Left Behind (NCLB) Act of 2001 enables parents to select supplemental educational services for their children in schools that have been identified as Program Improvement Year 2 or beyond.

Supplemental Educational Services are tutoring or other supplemental academic enrichment activities beyond the regular school day. Services are to be high quality, research-based, and designed to improve the students' academic achievement. Students are eligible for services if they are in Title I schools and (1) not meeting State Board of Education content standards in reading and math and (2) from low-income families.

Sullivan Learning System, Inc. has a successful track record in our District providing professional development training and they are highly recommended as an SES Provider. If a parent were to request SES services for their child, it would be the school sites responsibility to meet with the parent and discuss the various interventions available. All school sites work very diligently to establish a comprehensive set of intervention strategies for struggling students.

The district is required by NCLB to utilize up to 20% of their Title I allocation for SES services should it be requested. It is important to be aware that if the entire 20% were ever to be utilized it would have a direct impact on those services already being provided at the school sites.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?
Goal #1: Provide ongoing support for the implementation of the Local Educational Agency Plan goals, which promote the educational success of all students.

ALTERNATIVES/IDENTIFIED OPPOSITION:
None

SPECIFIC FINANCIAL IMPACT:
Title I Funds Set Aside – Approximately $82,375.00

ORIGINATOR: Paula Mastrangelo, Assistant Superintendent Elementary Education
DATE: February 11, 2016

Addendum

The following is an addendum to Section 26 of the master contract signed Sept 14, 2015 between the Los Banos Unified School District and Sullivan Learning Systems.

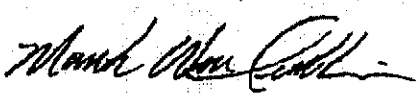
Sullivan Learning Systems will provide 24 hours of tutoring services for an additional 90 students at the 2015-2016 PPA of $915.28. The total amount billed to the district will not exceed $82,375.20. The company will serve students in the following schools:

- Henry Miller Elementary—18 students
- Los Banos Elementary—18 students
- Westside Union Elementary—18 students
- R.M. Miano Elementary—18 students
- Lorena Falasco Elementary—18 students

Provider

Sullivan Learning Systems Date: Jan.21, 2016

Mark Wm Sullivan, President



Los Banos Unified School District

Paula Mastrangelo, Assistant Superintendent Elementary Education

Board Reference Material

SUBJECT TITLE: **Solar Project Agreement**

REQUESTED ACTION: Approve

Action__X__ Discussion/Information_____

RECOMMENDATION:

It is recommended the Board approve the agreement to service the solar panels per the contract with IES for a period of 120 months from the date of substantial completion of the project.

BACKGROUND INFORMATION:

The solar project is funded by Proposition 39 funds. In order to maintain the power generation projected in the original contract, the solar panels require regular maintenance and cleaning. This contract will protect the investment in solar panels and provide for a yearly assessment of cumulative annual energy production, which will be compared to the expected annual energy production for the installed system. The contractor will guarantee energy output of at least 95% of the expected annual energy production for each year of operation.

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 annual service fee will be $24,000 inflating at a 3% rate annually.

ORIGINATOR: Steve M. Tietjen, Ed.D, Superintendent
Date: February 11, 2016

OPERATIONS & MAINTENANCE AGREEMENT

by and between

Los Banos Unified School District

and

Famand, Inc

DBA: Indoor Environmental Services ("IES")

TABLE OF CONTENTS

1. DEFINITIONS 1

2. SERVICES 2

2.1. System Services 2

2.2. Annual Reports and Meeting 2

2.3. Warranty 3

2.4. Insurance 5

2.5. General Obligations of Owner 5

2.6. Permits 5

2.7. Telephone & Data Communication 6

2.8. Storage 6

2.9. Duty to Cooperate 6

3. TERM 6

3.1. Term 6

3.2. Termination 7

4. SERVICE FEES ..... 9~~8~~

4.1. Compensation ..... 9~~8~~

4.2. Late Payments 9

4.3. Disputed Payments 9

5. OPERATOR'S GUARANTEE 9

6. MISCELLANEOUS ..... 11~~10~~

6.1. No Partnership ..... 11~~10~~

6.2. Party Representatives 11

6.3. Notices and Demands. 11

6.4. Fingerprinting. ..... 12~~11~~

6.5. Force Majeure Event 12
6.6. Dispute Resolution ..... 13~~12~~
6.7. Indemnification. ..... 14~~13~~
6.8. Consequential Damages. 14
6.9. Limit of Liability 14
6.10. Governing Law. 14
6.11. Tax Matters 14
6.12. Successors and Assigns 15
6.13. Announcements and Publications. 15
6.14. No Waiver ..... 16~~15~~
6.15. Validity. 16
6.16. Priority of Documents. 16
6.17. Time of Essence. 16
6.18. Headings. 16
6.19. Binding Effect. 16
6.20. Counterparts; Signature Pages. 16
6.21. Complete Agreement. ..... 17~~16~~

EXHIBITS

Exhibit A Definitions
Exhibit B System Services
Exhibit C Insurance
Exhibit D Permits
Exhibit E Annual Energy Production Evaluation
Exhibit F Rates for Additional Services

OPERATION AND MAINTENANCE AGREEMENT

This Operation and Maintenance Agreement ("Agreement") is entered into as of _____, between Los Banos Unified School District ("Owner"), a California school district and Famand Inc, a California corporation doing business as Indoor Environmental Services ("Operator").

RECITALS

WHEREAS, Owner intends to construct, install, and commission a small-scale photovoltaic solar electric facilities (individually called "System", together called "Systems").

WHEREAS, the Systems will be constructed at various school sites (individually called "Site", together called "Sites").

WHEREAS, the Systems and Sites are as follows:

System	Site Address
Pacheco High School PV System	200 Ward Rd, Los Banos, CA 93635

WHEREAS, Famand, Inc., a California corporation ("Installer") and Owner have entered into a Facility Solutions Agreement ("FSA") pursuant to which Installer has agreed to design, construct and deliver the Systems on behalf of Owner; and

WHEREAS, Operator, in its capacity as operator hereunder, has agreed to operate and maintain the Systems under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. DEFINITIONS

Unless otherwise required by the context in which any term appears: (a) capitalized terms used in this Agreement shall have the respective meanings set forth in Exhibit A; (b) the singular shall include the plural and vice versa; (c) the word "including" shall mean "including, without limitation", (d) references to "Sections" and "Exhibits" shall be to sections and exhibits hereof; (e) the words "herein", "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular section or subsection hereof; and (f) references to this Agreement shall include a reference to all Exhibits hereto, as the same may be amended, modified, supplemented

or replaced from time to time.

2. SERVICES

2.1. System Services

(a) Throughout the Term of this Agreement, Operator shall provide System Services as set forth in Exhibit B for the Systems.

(b) Operator shall perform an Annual Energy Production Evaluation for each System.

(c) System Services shall be performed in accordance with Industry Standards and Applicable Law for photovoltaic solar projects in California.

(d) System Services may require the use of a drone or similar piece of equipment for inspection purposes and as such, Owner shall allow the Operator to use this equipment given that Operator personnel and agents provide 48 (forty eight) hours written notice prior to the use of such equipment on any Sites.

(e) All periodic maintenance and inspection services shall be performed at regular intervals as described in Exhibit B.

(f) All maintenance and inspection services shall be performed by qualified technical personnel in accordance with the operation and maintenance manuals.

(g) Operator personnel and agents will provide 48 (forty eight) hours written notice prior to arrival to complete System Services and will check-in at school offices during school hours prior to beginning Work.

(h) Repair of damaged/vandalized Systems shall be performed by Operator, as directed by Owner, at the rates specified in Exhibit F.

(i) Any other Owner requested services not defined in this Agreement shall be billed at the rates specified in Exhibit F on a time and materials basis.

2.2. Annual Reports and Meeting

Throughout the Term, Operator shall furnish to Owner the annual maintenance/inspection report ("Annual Report") covering all Systems for the 12 (twelve)-month period ending on December 31 of each calendar year. The first reporting period of the Term shall begin upon Substantial Completion (as set forth in the FSA) and extend through December 31. The Annual Report shall be submitted within two (2) months from the period ending. The Annual Report shall include the following:

(a) Summary of operations;

(b) Weather and energy production data;
(c) Calculation of Cumulative Annual Energy Production;
(d) System performance data;
(e) Reports of any environmental disturbances (e.g. chemical spills);
(f) Safety/accident reports;
(g) Summary of Additional Services, if any;
(h) Maintenance and inspection logs; and
(i) Proposal of actions required to be taken by Operator, if any.

2.3. Warranty

(a) Subject to the limitations set forth in this Section 2.3, commencing on the Substantial Completion Date, and for a period of ten (10) years, Operator warrants that the System will be free from defects in materials and workmanship under normal operating conditions and shall conform to the final System design provided by the Operator under the FSA. If the System has a defect that causes it to fail to conform to any of the foregoing Warranties, Operator will, at its option, either repair or replace the portion of the System that is defective at no cost to the Owner.

Subject to the limitations set forth in this Section 2.3, commencing on the Substantial Completion Date for each system, Operator shall provide a ten (10) year warranty to protect against defects and undue degradation of electrical generation output of the Solar Plant ("Operator Warranty") in compliance with the California Public Utility Code 387.5(d)(4). Operator Warranty shall include the following:

(i) Ten (10) year warranty to protect Owner against more than 15% (fifteen percent) degradation of electrical generation output that may occur as a result of faulty installation.

(ii) Ten (10) year warranty to provide for no-cost repair or replacement of a defect not otherwise covered by Manufacturer Warranties provided such defect causes more than 15% (fifteen percent) degradation of electrical generation output.

If the System has a defect that causes it to fail to conform to any of the foregoing Warranties, Operator will, at its option, either repair or replace the portion of the Solar Plant that is defective at no cost to the Owner.

(b) This Warranty shall not cover any defects to the extent such defect is caused by any of the following:

(i) Alterations or repairs made to the System by anyone except for Operator or Operator's Subcontractors without Operator's prior written approval;

(ii) Failure of the System to perform caused by legislative, administrative, or executive regulation, order or requisition of the government, local utility or public utilities commission, or any state, provincial or municipal government or official;

(iii) Use of the System by anyone except for Operator or Operator's Subcontractors beyond the scope contemplated in its operating manuals or technical specifications;

(iv) Damage to the System not caused directly or indirectly by Operator or its Subcontractors under any agreement between Operator and Owner;

(v) Damage or property loss to the System caused by third parties including, but not limited to, vandalism and theft.

(vi) Force Majeure Events; and

(vii) A change in usage of the Site, which may affect building or site permits and related requirements, without the written approval of Operator, or a change in ownership of building or property and the new owner has not signed an assumption agreement of the terms and conditions herein.

(c) The Operator Warranty assumes that all Manufacturer Warranties have been assigned to the Owner under the FSA. Operator's obligations under the Operator Warranty do not apply to defects in materials or equipment provided by Manufacturer Warranty. Operator makes no representation or warranty, and Owner shall seek no recourse from Operator, regarding the warranties of the manufacturers, including, without limitation, the power output of the PV modules.

(d) To the extent that Equipment Warranties cover replacement and/or repair of any System equipment during the Term, it shall be Operator's responsibility under this Agreement to use commercially reasonable efforts to submit, process and pursue, at Operator's sole cost and expense, warranty coverage; provided, however, that, because warranty claims may need to be submitted in the name of Owner, Owner shall provide such full and complete cooperation as Operator may reasonably require in connection with such submission, processing and pursuit of warranty coverage.

(e) Operator agrees to act as agent on behalf of Owner for purposes of Section 2.3(d). If, in the event the equipment manufacturer denies responsibility for warranty service and Operator is instructed by Owner to pursue action against the equipment manufacturer, whether through litigation or otherwise, Owner shall reimburse Operator for any of the costs, expenses, or repairs incurred by Operator in this context, even if such attempt to

recover from the equipment manufacturer fails, provided that such failure is not the result of errors or omissions by Operator. Such costs shall be reimbursed by Owner to Operator within 30 (thirty) days of receipt of invoice.

(f) This Warranty shall expire ten (10) years (120 (one hundred twenty) months) after Substantial Completion Date for each System.

(g) Except as expressly provided herein or in the Agreement, Operator expressly disclaims any and all warranties of any kind, express, implied or statutory, including without limitation any implied warranties of merchantability and/or fitness for a particular purpose.

2.4. Insurance

Without limiting any of the obligations or liabilities of either of the Parties, each of the Parties shall at all times throughout the Term of this Agreement and any renewal thereof, carry and maintain, or cause to be carried and maintained, at its own expense, such insurances coverage in Exhibit C.

2.5. General Obligations of Owner

Owner shall ensure that Operator and its authorized agents, employees or Subcontractors shall have reasonable access to the Site in order to provide scheduled or unscheduled maintenance activities, maintenance of the grounds, emergency services, or to conduct other System Services, in all cases, to the extent that such activities and/or services are within the scope of this Agreement and are provided in accordance with the terms of this Agreement. Except in the case of an emergency, Operator shall give 48 (forty eight) hours prior written notice to the appropriate school site administrator, whose name and contact information shall be provided to Operator, before any entry onto the Site by Operator's employees, agents or contractors.

2.6. Permits

(a) Subject to Section 2.6(c), Operator shall be responsible, at its sole cost and expense, for procuring, obtaining, maintaining and complying with all Operator Acquired Permits (Exhibit D) required to perform System Services under this Agreement;

(b) Subject to Section 2.6(c), Owner shall be responsible for procuring, obtaining, maintaining and complying with all Owner Acquired Permits (Exhibit D) applicable as of the date hereof. If any new Owner Acquired Permits shall become required for the operation of the System due to a change in the Applicable Law after the date of this Agreement, Owner shall obtain such permits in a timely manner and at its sole cost and expense, except where such additional Owner Acquired Permits arise as a result of any omission, neglect or default of Operator, in which case Operator shall reimburse Owner for any costs or losses arising as a result

of or in connection with procuring, obtaining, maintaining and complying with such Owner Acquired Permits.

(c) To the extent that a Party is required to obtain any Applicable Permits, the other Party agrees to cooperate with and assist that Party in obtaining the same and the Party which is required to obtain such Applicable Permits shall reimburse the other Party for its reasonable costs in providing such assistance. Notwithstanding anything in this Agreement to the contrary, Operator shall be required to comply with Applicable Law as in effect on the date of this Agreement at no additional charge to Owner. Following the date of this Agreement, any costs incurred by Operator in performing its obligations hereunder resulting from changes in Applicable Permit conditions or requirements, or changes in Applicable Law, shall be borne by Owner except to the extent it does not involve an increase in the scope of System Services.

2.7. Telephone & Data Communication

Owner shall directly pay any utility or other third party service provider invoices as become due as may be required for Operator's remote access to telephone and/or data communications service available at the Site to the extent necessary for the performance by Operator of System Services under this Agreement. Owner will be responsible for all monthly service charges related to telephone and data communications services.

2.8. Storage

To the extent Operator has established space on the Site and to the extent that any such use is permitted under Applicable Law, Operator may use such space for storing parts and supplies necessary for the performance of System Services. At Operator's option and upon the written approval of Owner, additional storage sheds may be installed at the Site at Operator's expense. Operator must seek and obtain building permits and other local permits and approvals required in connection therewith (which shall be designated as Operator Acquired Permits) and Owner shall reasonably cooperate in obtaining such permits and approvals. Operator shall maintain any space utilized in accordance with this Agreement as if it were part of System Services and shall be required (at its own cost), if requested by Owner, to remove any storage sheds installed at the Site at the end of the Term.

2.9. Duty to Cooperate

Owner shall cooperate with Operator in taking all actions reasonably requested by Operator (i) to ensure that parties with whom Owner has agreements or relationships that are essential to System Services are available and able to perform as contemplated in this Agreement. Owner shall be directly responsible for all utility costs (water, communication, electricity) of the System except to the extent that such costs arise as a result of the omission, neglect or default of Operator.

3. TERM

3.1. Term

(a) The term of this Agreement ("Term") includes the period during which System Services are to be provided for the Systems and shall commence when the first System has achieved Substantial Completion (as defined in the FSA); and expire 120 (one hundred twenty) months after the last System has achieved Substantial Completion.

(b) The Term shall be subject to the provisions of Section 3.2 (Termination).

(c) Termination of this Agreement shall be without prejudice to Operator's right to receive a proportional amount of the Service Fees that have accrued up to the date of Termination.

(d) No later than 180 (one hundred eighty) calendar days prior to the end of the Term, Owner may request that the Term of this Agreement be extended by an additional period specified in such request. Parties shall negotiate an extension in good faith and in a timely fashion prior to the expiration of the Term, though neither Party shall be obligated to enter into an extension.

3.2. Termination

(a) Owner may terminate this Agreement in the event of any of the following:

(i) Operator becomes Insolvent; or

(ii) Failure by Operator to perform any of its material obligations under this Agreement, which failure is not remedied within 30 (thirty) calendar days of written notice of such failure from Owner to Operator; provided that if such failure can be remedied, and (1) such failure cannot reasonably be remedied within such 30 (thirty) calendar day period, and (2) Operator commences cure of such failure within such 30 (thirty) calendar day period and thereafter diligently seeks to remedy such failure, then Owner shall not be entitled to terminate this Agreement until such time as Operator ceases all reasonable endeavors to cure such failure unless such failure continues for a period of a 90 (ninety) calendar days from the original written notice from Owner; or

(iii) A Force Majeure Event occurs which prevents Operator from providing a material part of System Services for a continuous period of at least 180 (one hundred eighty) calendar days and Owner reasonably concludes such prevention is not reasonably likely to be remedied within a further period of 180 (one hundred eighty) calendar days. Subject to Section 6.5, Owner shall compensate Operator for all System Services completed prior to the termination date.

(b) Operator may terminate this Agreement in the event of any of the following:

(i) Owner fails to pay to Operator any amounts due under this Agreement (other than any amounts which are the subject of a good faith dispute) within 15 (fifteen) calendar days of written notice of such failure from Operator to Owner, provided that failure to pay shall not be on account of the negligence or willful action or inaction of Operator; or

(ii) Material breach by Owner of any of its obligations under this Agreement, which materially impairs Operator's ability to perform its obligations under this Agreement, and which breach is not remedied within 30 (thirty) calendar days of written notice of such failure from Operator to Owner; provided that (1) if such failure can be remedied, and (A) such failure cannot reasonably be remedied within such thirty (30) calendar day period, and (B) Owner commences cure of such failure within such thirty (30) calendar day period, and thereafter diligently seeks to remedy such failure, then Operator shall not be entitled to terminate this Agreement until such time as Owner ceases reasonable efforts to cure such failure unless such failure continues for a period of ninety (90) calendar days from the original written notice from Operator; and (2) failure of Owner to perform its obligations is not on account of the negligence or willful action or inaction of Owner; or

(iii) Owner becomes Insolvent.

(c) Parties may terminate this Agreement, either partially or in whole, by mutual written consent. Termination by mutual consent may be initiated by either Party at any time by written means. Upon such termination, Owner shall compensate Operator for all System Services completed prior to the termination date.

(d) A notice of termination given pursuant to the foregoing provisions of this Section 3.2 ("Termination Notice") shall specify in reasonable detail the circumstances giving rise to the Termination Notice. Except to the extent otherwise provided herein, this Agreement shall terminate on the date specified in the Termination Notice, which date shall not be earlier than the date upon which the applicable Party is entitled to effect such termination as provided above.

(e) Termination of this Agreement shall not affect any rights or obligations as between the Parties which may have accrued prior to such termination or which expressly or by implication are intended to survive termination

whether resulting from the event giving rise to termination or otherwise, including, without limitation, Sections 6.7 and 6.8.

4. SERVICE FEES

4.1. Compensation

As compensation for provision of System Services by Operator, Owner shall pay Operator an annual fee of $24,700 (twenty-four thousand, seven hundred dollars), inflating at three percent (3%) annually, for each year during the Term ("Service Fees"). Service Fees are due within 30 (thirty) calendar days of Invoice Date. First annual invoice will be submitted to the District upon signed agreement. All subsequent invoices will be submitted annually.

4.2. Late Payments

Overdue payment obligations of Owner hereunder shall bear interest from the date due until the date paid at a rate per annum equal to the rate published by the Wall Street Journal as the "prime rate" on the date on which such interest begins to accrue plus two percent (2%).

4.3. Disputed Payments

In the event that Owner disputes any portion of an invoice submitted by Operator, Owner shall pay the undisputed portion thereof when due. All disputed payments shall be resolved in accordance Section 6.5.

5. OPERATOR'S GUARANTEE

(a) Operator shall conduct and provide to Owner an evaluation each calendar year during the effective Term of the Agreement to determine the Cumulative Annual Energy Production from all the Systems combined.

(b) The Cumulative Annual Energy Production shall be measured for each complete calendar year, January 1 to December 31 ("Annual Production Period"). No evaluation will be performed for the first partial period (Substantial Completion for all Systems to the first December 31 of the Term) and last partial period (last January 1 of the Term to Term expiration) due to incomplete data.

(c) The Cumulative Annual Energy Production shall be compared to the Expected Annual Energy Production for all the Systems combined to evaluate the performance of the Systems.

(d) Operator hereby guarantees to Owner an energy output of 95% (ninety-five percent) of the Expected Annual Energy Production for the aggregate of the Systems for each Annual Production Period ("Energy Production Guarantee"), subject to the adjustments in Section 5 (g), 5(h), 5(i), and 5(i).

(e) The evaluation shall be conducted in accordance with the procedures provided in Exhibit E.

(f) If the Systems fail to meet the Energy Production Guarantee, then within 90 (ninety) calendar days after the failure is identified, the Operator shall pay the Owner the difference between the Cumulative Annual Energy Production and the Energy Production Guarantee for such period multiplied by the Power Payment, $0.17/kWh ("True-Up Refund"). The True-Up Refund shall increase three percent (3%) annually upon commencement of the Term.

(g) If the Cumulative Annual Energy Production is more than 105% (one hundred five percent) of the Expected Annual Energy Production, then the Owner shall give a kWh credit to the Operator for every kWh between the measured Cumulative Annual Energy Production and 105% (one hundred five percent) of the Expected Annual Energy Production for such Annual Production Period. Operator shall be entitled to apply this credit to any future Annual Production Period at the Operator's sole discretion.

(h) The Expected Annual Energy Production for the combined Systems shall be reduced accordingly for the period of time any System is not in operation in connection with (a) temporary removal of the System, a movement to an alternate location, or a temporary shutdown of the System or any portion thereof; (b) the occurrence of an event of Force Majeure has temporarily impaired or disabled the operation of any System or any portion thereof; (c) Owner interferes with the System; (d) vandalism or theft, or (e) Utility caused outages. Operator shall provide and justify data verifying the loss of generation using the System Model defined in Exhibit E.

(i) Operator's Expected Annual Energy Production shall proportionately terminate and be of no further force or effect if any System, or any portion thereof, is subject to a permanent shutdown or an event of Force Majeure occurs, the effect of which to permanently impair or interfere with the operation of the System, or any portion thereof.

(j) The Parties agree that Owner shall avoid activities that result in overshadowing or shading of the Systems in a manner that would prevent Operator from satisfying its Energy Production Guarantee. In the event the Systems, or any portion thereof, is overshadowed or shaded in a manner that prevents Operator from satisfying its Energy Production Guarantee for any reason beyond the control of Operator, Owner agrees that Operator's Expected Annual Energy Production shall be reduced accordingly. Operator shall provide and justify data verifying the loss of generation using the System Model of the System due to overshadowing or shading.

6. MISCELLANEOUS

6.1. No Partnership

This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between or among the Parties or to impose any such obligation or liability upon any Party. No Party shall have any right, power or authority to enter into any contract or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party or Parties.

6.2. Party Representatives

(a) Owner Representative. Owner designates, and Operator agrees to accept, [District Contact Name] as "Owner Representative" for all matters relating to Owner's performance under this Agreement. The actions taken by Owner Representative regarding such performance shall be deemed the acts of Owner and shall be fully binding on Owner. Owner may, upon written notice to Operator, change the designated Owner Representative.

(b) Operator Representative. Operator designates, and Owner agrees to accept, Stan Butts, as "Operator Representative" for all matters relating to Operator's performance under this Agreement. The actions taken by Operator Representative shall be deemed the acts of Operator. Operator may, upon written notice to Owner, change the designated Operator Representative.

6.3. Notices and Demands.

Any notice, request, demand or other communication required or permitted under this Agreement, shall be deemed to be properly given by the sender and received by the addressee if made in writing and (a) if personally delivered; (b) three (3) days after deposit in the mail if mailed by certified or registered air mail, post prepaid, with a return receipt requested; or (c) if sent by facsimile with confirmation. Mailed notices and facsimile notices shall be addressed as follows to:

Owner:
Los Banos Unified School District
Attention: Dr. Steve Tietjen, Superintendent
1717 S. 11th St
Los Banos, CA 93635
Office: (209) 826-3801
Email: stietjen@losbanosusd.k12.ca.us

With a copy to:

Operator:
Indoor Environmental Services
Attention: Stan Butts, Vice President

1512 Silica Ave
Sacramento, CA 95815
Fax: (916) 348-3020
Email: sbutts@ies-hvac.com

6.4. Fingerprinting.

Unless exempted, Operator and its Subcontractors shall comply with the applicable requirements of Education Code Sections 45125.1 and 45125.2 with respect to fingerprinting of Operator and Subcontractor's employees and representatives who perform Work at the Site.

6.5. Force Majeure Event

(a) Neither Party shall be considered to be in default of its obligations under this Agreement when and to the extent that performance of such obligations is prevented by any Force Majeure Event which arises after the date of this Agreement.

(b) If either Party shall rely on the occurrence of a Force Majeure Event as a basis for being excused from the performance of its obligations under this Agreement, then the Party relying on the event or condition shall (i) provide prompt notice to the other Party of the occurrence of the Force Majeure Event, giving an estimation of its expected duration and the probable impact on the performance of its obligations hereunder; (ii) exercise all commercially reasonable efforts to continue to perform its obligations hereunder; (iii) expeditiously take any action within its reasonable control to correct or cure the Force Majeure Event excusing performance; (iv) exercise all commercially reasonable efforts to mitigate or limit damages to the other Party to the extent such action will not adversely affect its own interests; and (v) provide periodic notices to the other Party with respect to its actions and plans for actions in accordance with (ii), (iii) and (iv) above and promptly notify to the other Party of the cessation of the event or condition giving rise to it being excused from performance.

(c) In the event that Operator is prevented from providing all or part of System Services as a result of a Force Majeure Event for a period of thirty (30) consecutive days and it is reasonably expected that Operator will not be able to resume full performance of System Services within an additional thirty (30) days, Owner shall be entitled to require Operator to reduce the scope of System Services commencing as of the date of such notice by Owner until such time as Operator can demonstrate, to the reasonable satisfaction of Owner, that Operator is able to resume full performance of System Services. As from the date on which Owner reduces System Services until the date on which Operator resumes full performance of System Services, the obligation of Owner to pay the fee

pursuant to Section 4 shall be reduced proportionately to take account of the level of System Services that Operator is actually performing.

(d) Operator shall document any Force Majeure Event and its consequences so that costs which are directly attributable to such Force Majeure Event may be claimed by Owner from any insurance carried by Owner.

6.6. Dispute Resolution

(a) Good faith negotiations. In the event that any question, dispute, difference or claim arises out of or in connection with this Agreement, including any question regarding its existence, validity, performance or termination (a "Dispute"), which either Party has notified to the other, senior management personnel from both Operator and Owner shall meet and diligently attempt in good faith to resolve the Dispute for a period of thirty (30) days following one Party's written request to the other Party for such a meeting. If, however, either Party refuses or fails to so meet, or the Dispute is not resolved by negotiation, the provisions of Subsections (b), (c) and (d) of this Section shall apply to the extent applicable to the Dispute.

(b) Technical Dispute. Technical Disputes shall be resolved by an independent expert. For the purposes of this Agreement, a "Technical Dispute" shall mean a Dispute regarding whether the System conforms to the Industry Standards related to operation and maintenance. All Technical Disputes shall be resolved on an accelerated basis by a nationally recognized professional expert mutually agreed in writing by Operator and Owner. Parties will share equally in the cost of the independent expert engaged to resolve Technical Disputes.

(c) Non-Binding Mediation. If the Dispute remains unresolved, a Party may require that a non-binding mediation take place with a mediator mutually chosen by Owner and Operator. If Owner and Operator are unable to agree on a mediator, then either may request that the American Arbitration Association (the "AAA") to appoint a mediator. The mediator's fee and expenses shall be paid one-half by Owner, and one-half by Operator. In any such mediation, representatives of the Parties with authority to resolve the dispute shall meet for at least three hours with mediator. The obligation to mediate shall not be binding upon any Party with respect to (i) requests for preliminary injunctions, temporary restraining orders, specific performance, or other procedures in a court of competent jurisdiction to obtain interim relief deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by arbitration of the actual Dispute; (ii) actions to collect payments not subject to bona fide Dispute; or (iii) claims involving third parties who have not agreed to participate in the mediation of the Dispute. The

provisions of this Section 6.5 shall survive any termination of this Agreement.

(d) Attorneys' Fees. The prevailing Party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with such an action from the other Party.

6.7. Indemnification.

The Parties hereto agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury and/or damages arising from or in any way connected to the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents or employees.

6.8. Consequential Damages.

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Owner nor Operator, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied Warranty.

6.9. Limit of Liability.

To the maximum extent permitted by law, Owner agrees to limit Operator's liability for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of Operator to the Owner shall not exceed the equivalent to one (1) year Service Fee as calculated for the first twelve (12) months of the Agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

6.10. Governing Law.

The formation, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event of any Dispute that is not resolved pursuant to Section 6.5, the Parties hereto agree to submit to the jurisdiction of any court of competent jurisdiction within Shasta County, California and shall comply with all requirements necessary to give such court jurisdiction.

6.11. Tax Matters

Notwithstanding anything to the contrary set forth herein or in any other agreement to which the parties hereto are parties or by which they are bound, the obligations of confidentiality contained herein and therein, as they relate to the transactions described in and contemplated by such agreements, shall not apply to the U.S. Federal tax structure or U.S. Federal tax treatment of the System, and each of the parties hereto (and any employee, representative or agent of any party hereto) may disclose to any and all persons without limitation of any kind, the U.S. Federal tax structure and U.S. Federal tax treatment of such transactions. The preceding sentence is intended to cause the System or the interests in them pursuant to the agreements between the Parties not to be treated as having been offered under conditions of confidentiality for purposes of section 1.6011-4(b)(3) (or any successor provision) of the Treasury Regulations promulgated under Section 6011 of the Internal Revenue Code of 1986, as amended, and shall be construed in a manner consistent with such purpose. In addition, each of the Parties acknowledges that it has no proprietary or exclusive rights to the tax structure of the transactions described in and contemplated by the agreements between the Parties or any tax matter or tax idea related to such transactions.

6.12. Successors and Assigns

(a) Except as set forth in this Agreement, no Party shall be entitled to assign this Agreement or any of its rights or obligations under this Agreement, nor shall it enter into any transaction as a result of which it may transfer, assign, charge or dispose by any title of any of those rights and obligations, without the prior written consent of the other Party, which may be withheld in its sole and absolute discretion; provided that nothing herein shall prohibit Owner's Membership Interests from being sold to an Affiliate of Owner, or an entity which has, in whole or in part, common Ownership, directly or indirectly, with the Ownership of Owner.

(b) Notwithstanding the foregoing, (i) Owner shall be entitled to assign its right, title and interest in and to this Agreement (and, in particular, any rights arising in relation to any insurance policy and any other right to collect any amount from Operator) to any lenders by way of security for the performance of obligations to such lenders without the consent of Operator; and (ii) Operator shall be entitled to assign its right, obligation, title and interest in and to this Agreement to any of its Affiliates or in connection with a merger or acquisition of Operator. Parties shall provide a written notice at least 30 days prior to assigning the rights, title, and interest in and to this Agreement.

6.13. Announcements and Publications.

Operator shall coordinate with Owner with respect to, and provide advance copies to Owner for review of, the text of any proposed announcements or publications that include any non-public information concerning the Work prior to the dissemination thereof to the public or to any Person other than Subcontractors or advisors of Operator, in each case, who agree to keep such information confidential. If Owner delivers written notice to Operator rejecting any such proposed announcement or publication within two (2) Business Days after receiving such

advance copies, the Operator shall not make such public announcement or publication; provided, however, that Operator may disseminate or release such information in response to requirements of Governmental Authority.

6.14. No Waiver

No provision of this Agreement shall be considered waived by either Party except when such waiver is made in writing. The failure of either Party to insist, on one or more occasions, upon strict performance of any of the provisions of this Agreement or to take advantage of its rights hereunder or the delay or failure in exercising totally or partially any right or remedy under this Agreement, shall not be construed as a waiver of any such provisions or the relinquishment of any such rights or any other rights for the future, but the same shall continue and remain in full force and effect.

6.15. Validity.

The provisions contained in each section, subsection and clause of this Agreement shall be enforceable independently of each of the others and their validity shall not be affected if any of the others are invalid. If any of those provisions is void but would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid. The Parties shall, if necessary, negotiate in good faith and make any necessary amendments to ensure the enforceable terms of this Agreement reflect the true intent of the Parties as of the date of execution of this Agreement.

6.16. Priority of Documents.

In the event of conflicting provisions in the Agreement, the provisions shall govern in the following priority: first, duly executed amendments to this Agreement (to the extent not superseded by a subsequent amendment), second, this Agreement, and third, Exhibits.

6.17. Time of Essence.

Time is expressly agreed to be of the essence of this Agreement and each, every and all of the terms, conditions and provisions herein.

6.18. Headings.

The headings in this Agreement are for convenience of reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

6.19. Binding Effect.

This Agreement shall be binding on the Parties hereto and on their respective permitted successors, heirs and assigns.

6.20. Counterparts; Signature Pages.

This Agreement may be executed in counterparts which, taken together, shall constitute a single instrument. Facsimile and other electronically transmitted signature pages shall be effective to bind a Party to this Agreement.

6.21. Complete Agreement.

(a) This Agreement together with the Exhibits hereto completely and exclusively states the agreement of the Parties regarding its subject matter and its terms govern, all prior proposals, agreements, or other communications between the Parties, oral or written, regarding such subject matter. No verbal, or written agreement nor conversation with any officer or employee of either Party nor any or all prior proposals shall affect or modify any of the terms and conditions of this Agreement. This Agreement shall not be modified except by written amendment signed on behalf of the Owner and Operator by their duly authorized representatives. Any purported oral amendment to the Agreement shall have no effect.

(b) Each Party acknowledges that it has not relied on any representation, warranty, collateral contract or other assurance made by or on behalf of any other party at any time before the signature of this Agreement. Each Party waives all rights and remedies which, but for this clause (ii), might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Operation and Maintenance Agreement as of the date first above written.

Owner:	Operator:
Los Banos Unified School District Name: Dr. Steve Tietjen Title: Superintendent	Famand, Inc Name: Stan Butts Title: Vice President

EXHIBIT A
TO
OPERATION AND MAINTENANCE AGREEMENT

DEFINED TERMS

As used in the attached Agreement, the following terms shall have the meanings set forth below:

Additional Services means any other services not defined in this Agreement which shall be billed at the rates specified in Exhibit F on a time and materials basis.

Affiliate of a specified Person means any Person that directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with, such specified Person. As used in this definition of Affiliate, the term "control" of a specified Person including, with correlative meanings, the terms, "controlled by" and "under common control with," means (a) the Ownership, directly or indirectly, of 50% or more of the equity interest in a Person or (b) the power to direct or cause the direction of the management and policies of a Person, whether through Ownership of voting securities, by contract or otherwise.

Agreement means this Operation and Maintenance Agreement as it may be amended and/or restated from time to time.

Annual Energy Production Evaluation is an analysis which measures and compares the Cumulative Annual Energy Production with the Energy Production Guarantee based on Exhibit E.

Annual Production Period is the period between January 1 and December 31.

Annual Reports has the meaning given in Section 2.2.

Applicable Law shall mean, with respect to any Governmental Authority, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, injunction, registration, license, permit, authorization, guideline, governmental approval, consent or requirement of such Governmental Authority, as construed from time to time by any Governmental Authority.

Applicable Permits shall mean, collectively, Operator Acquired Permits and the Owner Acquired Permits.

Business Day means a day (other than a Saturday or Sunday) on which banks are generally open in California for normal business.

Cumulative Annual Energy Production means the actual AC electrical output in kilowatt-hours (kWh) for the Annual Production Period as measured and recorded by all the Systems revenue meters and adjusted for meter calibration error, if required.

Energy Production Guarantee is the guaranteed energy production output as defined in Section 5(d).

Expected Annual Energy Production means the expected AC electrical output in kilowatt-hours (kWh) for the Annual Production Period as calculated by the System Model that represents the final design of the Systems and adjusted for annual weather data and degradation.

Force Majeure Event shall mean, when used in connection with the performance of a Party's obligations under this Agreement, any act or event (to the extent not caused by such Party or its agents or employees) which is unforeseeable, or being foreseeable, unavoidable and outside the control of the Party which invokes it, and which renders said Party unable to comply totally or partially with its obligations under this Agreement. In particular, any of the following shall be considered a Force Majeure Event:

(a) war (whether or not war is declared), hostilities, revolution, rebellion, insurrection against any Governmental Authority, riot, terrorism, acts of a public enemy or other civil disturbance;

(b) acts of God, including but not limited to, storms, floods, lightning, earthquakes, hailstorms, ice storms, tornados, typhoons, hurricanes, landslides, volcanic eruptions, fires, winds in excess of ninety (90) miles per hour, and objects striking the earth from space (such as meteorites);

(c) acts of sabotage or destruction by a third party (other than any Operator retained by or on behalf of the Party) of facilities and equipment relating to the performance by the affected Party of its obligations under this Agreement;

(d) regional or national strikes, walkouts, lockouts or similar industrial or labor actions or disputes; and

(e) acts of any Governmental Authority that materially restrict or limit a Party's performance under this Agreement, including Operator's access to the Site or its activities at the Site.

Governmental Authority shall mean any national, autonomic, state, regional, province, town, city, or municipal government, whether domestic or foreign, or other administrative, regulatory or judicial body of any of the foregoing.

Industry Standards shall mean those standards of care and diligence normally practiced by small-scale solar engineering, construction and installation firms in performing services of a similar nature in jurisdictions in which System Services will be performed and in accordance with good engineering design practices, Applicable Laws, Applicable Permits, and other standards established for such Work. Industry Standards are not intended to be limited to optimum practice or methods to the exclusion of all others, but rather to be a spectrum of reasonable and prudent practices and methods that must take the conditions specific to any given facility into consideration.

Insolvent means (a) a Party shall file a voluntary petition in bankruptcy or shall be adjudicated as bankrupt or insolvent, or shall file any petition or answer or consent seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under the present or future applicable federal, state or other statute or law relative to bankruptcy, insolvency or other relief for debtors, or shall seek or consent to or acquiesce in the

appointment of any trustee, receiver, conservator or liquidator of such party or of all or any substantial part of its properties (the term "acquiesce", as used in this definition, includes the failure to file a petition or motion to vacate or discharge any order, judgment or decree within fifteen (15) days after entry of such order, judgment or decree); (b) a court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against a Party seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future Federal bankruptcy act, or any other present or future applicable Federal, state or other statute or law relating to bankruptcy, insolvency or other relief for debtors, and such party shall acquiesce and such decree shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the date of entry thereof, or a trustee, receiver, conservator or liquidator of such party shall be appointed with the consent or acquiescence of such party and such appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days, whether or not consecutive; (c) a Party shall admit in writing its inability to pay its debts as they mature; (d) a Party shall give notice to any Governmental Authority of insolvency or pending insolvency, or suspension or pending suspension of operations; or (e) a Party shall make an assignment for the benefit of creditors or take any other similar action for the protection or benefit of creditors.

Installer shall mean the contractor responsible for the procurement, installation, startup, and testing of the System under separate contract with the District.

Manufacturer Warranty shall mean all warranties provided by the equipment manufacturers and assigned to District under the FSA..

O&M Manual shall mean the set of System operational and maintenance documents provided by the Installer to the District and by the District to the Operator for the purpose of instruction in the operation and maintenance needs of the System and its components.

Operator has the meaning given in the preamble to this Agreement.

Operator Acquired Permits shall mean those permits set forth in Exhibit D hereto.

Operator Representative shall mean the representative of Operator appointed pursuant to Section 6.2(b).

Owner has the meaning given in the preamble of this Agreement.

Owner Acquired Permits shall mean those permits set forth in Exhibit D hereto.

Owner Representative shall mean the representative of Operator appointed pursuant to Section 6.2(a).

Parties means each of Operator and Owner.

Party means either Operator or Owner.

Permits shall mean, collectively, Operator Acquired Permits and the Owner Acquired Permits.

Person means any natural person, corporation, general partnership, limited partnership, limited liability company, proprietorship, other business organization, trust, union, association, or Governmental Authority.

Power Payment shall have the meaning set forth in Section 5.

Site has the meaning given in the Recitals of this Agreement.

Subcontractor means any person to whom Operator subcontracts any of its obligations under this Agreement pursuant to a Subcontract, including the Suppliers and any person to whom such obligations are further subcontracted of any tier.

Substantial Completion shall have the meaning defined in the Facility Solutions Agreement between Operator and Owner.

System has the meaning set forth in the Recitals.

System Services means, collectively, the services set forth in Exhibit B.

Technical Dispute has the meaning given in Section 6.6(b).

Term has the meaning given in Section 3.1(a).

Termination Notice has the meaning given in Section 3.2(c).

True-Up Refund has the meaning given in Section 5(f).

True-Up Fee has the meaning given in Section 5(g).

Warranty means the Warranty Requirements set forth in the California Public Utilities Commission California Solar Initiative Program Handbook dated December 2011 (Section 2.4 – Warranty Requirements).

EXHIBIT B
TO
OPERATION AND MAINTENANCE AGREEMENT

SYSTEM SERVICES

Annual Inspection Services

Complete Annual Inspection Services as detailed below. Report inspection finding, required repairs, and repair recommendations, including estimated costs for each maintenance visit.

1. **Visual Inspection**
   a. Visually inspect structures, arrays, and enclosures for excessive wear, damage, defects, rust/corrosion, etc.
   b. Verify new and/or existing shade concerns for the photovoltaic array.
   c. Verify module cleanliness and/or soiling issues; perform washing if required.
   d. Verify that all signage and placards are firmly attached and legible.
   e. Verify condition of all wall & pad mounted switchgear, meters and inverters for corrosion and security of attachment to wall/structure/pad, etc. Note any new access issues.
   f. Verify condition of ac and dc disconnect(s).
   g. Remove and treat any visible corrosion.
   h. Confirm that the System is on line and that the output is at the expected level.
   i. Confirm that the monitoring system is in service and functioning properly.
   j. Clean all instrumentation and sensors and lubricate moving parts.

2. **Photo Documentation**
   a. Take digital photos of all major system components
   b. Submit digital images along with checklist and other documentation following visit.

3. **Array – Structure & Modules**
   a. Complete inspection of array (detail review of entire array).
   b. Inspect and tighten structure ground bonding straps/fasteners.
   c. Verify secure module attachment by random torque testing.
   d. Verify condition of racking hardware connections, splices, etc.
   e. Verify condition of inter-module array wiring for aging and corrosion.
   f. Inspect random sampling of wiring connections.
   g. Inspect visible conduit system.

4. **Electrical Connection – Inverters & Combiner Box**
   a. Verify condition of inverters.
   b. Clean filter(s) and vacuum interior.
   c. Note condition of all circuit boards and electrical components.
   d. Check Voc & Isc of all strings (if required).
   e. Verify that all manufacturer updates and service bulletins have been performed.

f. Coordinate inverter manufacturer service, if necessary.
g. Perform all electrical connection torque tests.
h. Inspect and clean heatsink, if applicable.
i. Inspect and clean inverter exhaust fan a vents.
j. Inspect and treat enclosure seal. Reseal if necessary.
k. Inspect and tighten connectors and lugs (inverter, transformer, disconnects).
l. Oil and lubricate disconnects.
m. Check all fuses for cleared fuse and replace any cleared fuses.
n. Verify condition of wire transition junction boxes for weatherproofing, corrosion, and security of internal wiring connections.
o. Verify condition of all DC and AC conduits and connections.
p. Verify interior and exterior condition of DC combiner box(es).

5. Data Acquisition System (DAS)

a. Clean all instrumentation and sensors and lubricate moving parts.
b. Inspect and tighten connections.
c. Check input signals.
d. Confirm that pyranometer is aligned with the plane of the PV array.
e. Log kWh readings from Inverters to meters, and compare data in a 24-hour increment to monitoring system to verify proper reporting of meters and monitoring system.

System Services Not Included

a. Weed abatement around array and immediate vicinity.
b. Repair of fencing.
c. Repair, replacement, or cleaning due to vandalism, theft, or accidental damage.
d. Repair or replacement of light bulbs or lighting fixtures.
e. Repairs not explicitly defined in this Exhibit B.
f. Any services not included in this Agreement.
g. Repairs not stated in the Agreement or in the FSA (Contractor Warranty) are considered Additional Services and shall be billed on a time and materials basis per the rates in Exhibit F.

EXHIBIT C
TO
OPERATION AND MAINTENANCE AGREEMENT

INSURANCE

Operator Insurance Requirements

1. Required Coverages. Operator shall carry and maintain with carriers or self insurance, as a minimum, the following insurance coverages:

    i. Workers Compensation Insurance and Employers Liability. In accordance with the laws of the state of where work may be done with limits for employers liability in the minimum amount of one million dollars ($1,000,000) for each occurrence and one million dollars ($1,000,000) for each occurrence of disease on a per employee basis;

    ii. Commercial General Liability. One million dollars ($1,000,000) per occurrence/two million dollars ($2,000,000) in the aggregate for bodily injury, personal injury and property damage, products and completed operations:

    iii. Commercial Automobile Liability, Any Auto. One million dollars ($1,000,000) per accident including owned, non-owned, and hired automobiles.

    iv. Excess coverage of four million dollars ($4,000,000) per occurrence and aggregate, or any other equivalent, available insurance coverage of the Operator.

2. Policy Endorsements. Insurance coverages required to be maintained by Operator under this Agreement shall:

    i. provide a severability of interests or cross liability clause for Commercial General Liability Insurance;

    ii. except in the case of worker's compensation insurance and other statutory insurances where it would be inappropriate, name Owner and others as may be reasonably required by Owner, as additional insured's; and to the extent permissible in accordance with the policy, include a waiver of subrogation by the insurers in favor of Owner and each of its respective assignees, Affiliates, agents, officers, directors, employees, insurers or policy issuers and a waiver of any right of the insurers to any set-off or counterclaim, whether by endorsement or otherwise, in respect of any type of liability of any of the Persons insured under any such policies.

3. Certificates. Operator shall throughout the Agreement Term provide certificate(s) and/or memoranda of insurance evidencing the coverage's specified in this Attachment C to Owner upon Owner's reasonable request.

Owner Insurance Requirements

1. Required Coverages. Owner shall carry and maintain with carriers or self insurance, as a minimum, the following insurance coverages:

    i. Workers Compensation Insurance and Employers Liability. In accordance with the laws of the state of where work may be done with limits for employers liability in the minimum amount of one million dollars ($1,000,000) for each occurrence and one million dollars ($1,000,000) for each occurrence of disease on a per employee basis;

    ii. Commercial General Liability. One million dollars ($1,000,000) per occurrence/two million dollars ($2,000,000) in the aggregate for bodily injury, personal injury and property damage, products and completed operations:

    iii. Commercial Automobile Liability, Any Auto. One million dollars ($1,000,000) per accident including owned, non-owned, and hired automobiles.

    iv. Property Risk Insurance. Amount equal to the replacement value of the Systems for loss or damage to the System by fire and lightning, vandalism, theft, malicious mischief, and extended coverage endorsement for all risks of physical loss.

    v. Excess coverage of four million ($4,000,000) per occurrence and aggregate, or any other equivalent, available insurance coverage of the Operator.

2. Policy Endorsements. Insurance coverages required to be maintained by Owner under this Agreement shall provide a severability of interests or cross liability clause for Commercial General Liability Insurance;

3. Certificates. Owner shall throughout the Agreement Term provide certificate(s) and/or memoranda of insurance evidencing the coverage's specified in this Attachment C to Operator upon Operator's reasonable request.

EXHIBIT D
TO
OPERATION AND MAINTENANCE AGREEMENT

PERMITS

Operator Required Permits

No Operating Permits Required

Owner Required Permits

No Operating Permits Required

EXHIBIT E
TO
OPERATION AND MAINTENANCE AGREEMENT

ANNUAL ENERGY PRODUCTION EVALUATION

Cumulative Annual Energy Production Measurement

The Cumulative Annual Energy Production is the actual AC electrical output in kilowatt-hours (kWh) for the Annual Production Period as measured and recorded by all of the Systems revenue meter(s) and adjusted for meter calibration error, if required.

Expected Annual Energy Production Calculation

At the completion of each Annual Production Period, the Operator shall update the software model of the Systems to calculate the Expected Annual Energy Production of the Systems for that period for comparison with the Cumulative Annual Energy Production of the same period. Operator shall use the final software model developed by the Installer as part of the FSA ("System Model").

The model shall use the actual meteorological data from the System weather station at the Site. Data affected by instruments found not operating may be reviewed and adjusted by mutual agreement between the Owner and Operator.

The input values used in the System Model shall include the following parameters based on the final installed System:

- Albedo
- Module orientation
- Shading
- Equipment models and configuration
- Module thermal parameters
- Ohmic losses
- Module quality and mismatch losses
- Soiling losses, adjusted for calendar month and washing frequency
- IAM losses

Hidden parameters and preferences within the model shall remain at default values unless noted and justified. All input parameter values and assumptions shall be provided with the model for review, and shall remain consistent from year to year.

The following factors shall be adjusted in the System Model each year of operation:

- Actual weather data for the Annual Production Period
- Manufacturer Module degradation factors (Manufacturer Module Power Output Warranty)
- Adjustments per Section 5(g), 5(h), 5(i), and 5(i)

The final model calculation shall detail the Expected Annual Energy Production on an hourly basis (8760 hours per year) in addition to a total output value in kilowatt-hours (kWh).

Annual Energy Production Evaluation

The measured Cumulative Annual Energy Production value for the System shall be compared with the calculated Expected Annual Energy Production value and evaluated as described in Section 5, Operator's Guarantee, of this Agreement.

EXHIBIT F
TO
RATES FOR ADDITIONAL SERVICES

2015 RATE SCHEDULE

Construction Management Services	
Construction Manager	$150
Field Engineer/Inspector	$120
Construction/Maintenance Services	
Lead Technician	$140
Electrician II	$130
Electrician I	$100
Iron Worker	$100
Laborer II	$85
Laborer I	$75
Professional and Technical Services	
Project Manager/Principal Engineer	$150
Senior Engineer	$130
Associate Engineer	$110
Designer/Drafter	$100
Project Assistant	$75

Other Costs

1. Daily/Saturday Overtime will be billed at 1.5 times the rates. Sunday/Holiday Overtime will be billed at 2 times the rates.
2. Direct Expenses (non-equipment) will be billed at cost plus 10%.
3. Mileage will be billed at the published IRS mileage rates in effect.
4. Travel time to and from client sites will be billed at hourly rates shown above.
5. Federal published per diem rates (GSA) will apply if applicable.
6. Subcontractors will be billed at invoice price plus 10%.
7. Rates will escalate at 3% per calendar year.

Board Reference Material

SUBJECT TITLE: **Amended Contract for California State Preschool Program**

REQUESTED ACTION: Approve Amendment of Contract

Action__X____ Discussion/Information_____

RECOMMENDATION:

It is recommended the Board approve the amendment of the 2015-2016 Contract #CSPP-5267 between the California Department of Education (CDE) and the Los Banos Unified School District (LBUSD) for the California State Preschool Program. The amount awarded by the State has increased from $691,954 to $743,162.

BACKGROUND INFORMATION:

This contract will support the LBUSD Preschool Program at WUES, HME, RME and VE. The funding will be used to operate part-day sessions of preschool serving a total of 164 children. Each three hour session will enroll twenty-four children at WUES, HME and VE. Maximum enrollment for each session at RME is twenty-two children. Families must meet income eligibility requirements and the child to be enrolled must be three or four years old on or before September 1, 2015.

The program will operate on a traditional calendar for 180 days per year. Each classroom is staffed by one Preschool Teacher, full-time; two Associate Teachers, part-time; and two Preschool Instructional Aides, part-time.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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 at this time.

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

Contract amount: $ 743,162.00
Child Development funds will continue to pay the cost of the program. Funds will be used for salaries, benefits and all operational costs. We will need to set aside 3% of the grant amount per year over a four-year period, *out of unrestricted General Fund balance reserves* as designated for economic uncertainty.

ORIGINATOR: Min Yuan, Director of Special Services
Date: February 11, 2016

CALIFORNIA
DEPARTMENT OF
EDUCATION

TOM TORLAKSON
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

Attention: **EXECUTIVE DIRECTORS, CHILD DEVELOPMENT PROGRAMS**

Subject: **EXECUTED CHILD DEVELOPMENT CONTRACT**

Enclosed for your records is one fully executed copy of your child development contract. Should you have any questions regarding your executed contract, please submit an e- mail to CHILDDEVELOPMENTCONTRACTS@cde.ca.gov.

Thank you,

Sueshil Chandra
Staff Services Manager III
Contracts, Purchasing and Conference Services

Enclosures

CALIFORNIA DEPARTMENT OF EDUCATION
1430 N Street
Sacramento, CA 95814-5901

F.Y. 15 - 16

Amendment 01

DATE: July 01, 2015

CONTRACT NUMBER: CSPP-5267
PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM
PROJECT NUMBER: 24-6575-00-5

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES
Budget Act/Rate Increase

CONTRACTOR'S NAME: LOS BANOS UNIFIED SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2015 designated as number CSPP-5267 shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to $691,954.00 and inserting $743,162.00 in place thereof.

The Maximum Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be amended by deleting reference to $36.10 and inserting $38.53 in place thereof.

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 19,168.0 and inserting 19,288.0 in place thereof.

Minimum Days of Operation (MDO) Requirement shall be 180. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE OF CALIFORNIA	CONTRACTOR
BY (AUTHORIZED SIGNATURE): Sueshil Chandra	BY (AUTHORIZED SIGNATURE):
PRINTED NAME OF PERSON SIGNING: Sueshil Chandra, Manager	PRINTED NAME AND TITLE OF PERSON SIGNING: Steve M. Tietjen, Ed.D, Superintendent
TITLE: Contracts, Purchasing and Conference Services	ADDRESS: 1717 S. Eleventh street, Los Banos, CA 93635

AMOUNT ENCUMBERED BY THIS DOCUMENT: $ 51,208	PROGRAM/CATEGORY (CODE AND TITLE): Child Development Programs		FUND TITLE	Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT: $ 691,954	(OPTIONAL USE): See Attached			
TOTAL AMOUNT ENCUMBERED TO DATE: $ 743,162	ITEM: See Attached	CHAPTER	STATUTE	FISCAL YEAR
	OBJECT OF EXPENDITURE (CODE AND TITLE): 702			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER: See Attached			DATE: JAN 21 2016	

CONTRACTOR'S NAME: LOS BANOS UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CSPP-5267

Amendment 01

AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE AND TITLE)			FUND TITLE
$ -24,490	Child Development Programs			Federal
PRIOR AMOUNT ENCUMBERED	(OPTIONAL USE) 0656	FC# 93.596		PC# 000321
$ 24,490	13609-6575			
TOTAL AMOUNT ENCUMBERED TO DATE	ITEM 30.10.020.001	CHAPTER	STATUTE	FISCAL YEAR
$ 0	6100-194-0890	B/A	2015	2015-2016
[redacted]	OBJECT OF EXPENDITURE (CODE AND TITLE)			
	702	SACS: Res-5025 Rev-8290		

AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE AND TITLE)			FUND TITLE
$ -13,474	Child Development Programs			Federal
PRIOR AMOUNT ENCUMBERED	(OPTIONAL USE) 0656	FC# 93.575		PC# 000324
$ 13,474	15136-6575			
TOTAL AMOUNT ENCUMBERED TO DATE	ITEM 30.10.020.001	CHAPTER	STATUTE	FISCAL YEAR
$ 0	6100-194-0890	B/A	2015	2015-2016
[redacted]	OBJECT OF EXPENDITURE (CODE AND TITLE)			
	702	SACS: Res-5025 Rev-8290		

AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE AND TITLE)			FUND TITLE
$ 134,154	Child Development Programs			General
PRIOR AMOUNT ENCUMBERED	(OPTIONAL USE) 0656			
$ 609,008	23038-6575			
TOTAL AMOUNT ENCUMBERED TO DATE	ITEM 30.10.010.	CHAPTER	STATUTE	FISCAL YEAR
$ 743,162	6100-196-0001	B/A	2015	2015-2016
[redacted]	OBJECT OF EXPENDITURE (CODE AND TITLE)			
	702	SACS: Res-6105 Rev-8590		

AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE AND TITLE)			FUND TITLE
$ -44,982	Child Development Programs			General
PRIOR AMOUNT ENCUMBERED	(OPTIONAL USE) 0656			
$ 44,982	23254-6575			
TOTAL AMOUNT ENCUMBERED TO DATE	ITEM 30.10.020.001	CHAPTER	STATUTE	FISCAL YEAR
$ 0	6100-194-0001	B/A	2015	2015-2016
[redacted]	OBJECT OF EXPENDITURE (CODE AND TITLE)			
	702	SACS: Res-6105 Rev-8590		

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE JAN 21 2016	

Board Reference Material

SUBJECT TITLE: Wide Area Network Agreement

REQUESTED ACTION: Approve

Action __X____ Discussion/Information_____

RECOMMENDATION:

It is recommended the Board approve the agreement with AT&T for Wide Area Network services. AT&T was low bid. The District is upgrading our current network circuit at FOT since it has become overloaded. In addition, we will add a new fiber circuit at Creekside. This agreement will be for 60 months.

BACKGROUND INFORMATION:

The District is upgrading the existing circuit with fiber 100 Mbps circuit at FOT. In addition, a new fiber 1 Gbps circuit will be installed at Creekside. These circuits from AT&T are needed to provide cost-effective network bandwidth to support staff and student use of technology.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None

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

The financial impact will be $3,480.00 annually, after E-Rate discounts, to be paid from the Information Systems Department Budget.

ORIGINATOR: Garth Gomes, Information Systems Manager
Date: February 11, 2016

Executive Summary of Charges

Contact Name	Garth Gomes
Customer Name	Los Banos Unified School District
Address Line 1	763 J Street
Address Line 2	
City/State/Zip	Los Banos, CA 93635
Country	USA
Phone/Fax/Email	[redacted]

Date	18-Jan-16
Quote Num.	120215 WC1873
Project	LBUSD High Speed 2017-2017 ASE

SAM / TSE / ISE: Bill Craft 209-578-7574

USOC	Type of Service	Qty	Unit Install	Installation	Unit MRC	Monthly
~~EYQXG~~	~~Customer Port Connection 10G basic (District Office)~~	~~1~~	~~$ -~~	~~$ -~~	~~$ 805.00~~	~~$ 805.00~~
~~R6ESX~~	~~5000Mb CIR Interactive Basic (District Office)~~	~~1~~	~~$ -~~	~~$ -~~	~~$ 1,883.00~~	~~$ 1,883.00~~
EYQFX	Customer Port Connection 1G Basic (Creekside Middle School)	1	$ -	$ -	$ 212.50	$ 212.50
R6E2X	1000Mb CIR Interactive Basic (Creekside Middle School)	1	$ -	$ -	$ 743.75	$ 743.75
EYQEX	Customer Port Connection 100M Basic (LBUSD Facilities Department)	1	$ -	$ -	$ 143.75	$ 143.75
R6ELX	100Mb CIR Interactive Basic (LBUSD Facilities Department)	1	$ -	$ -	$ 350.00	$ 350.00
		0	$ -	$ -	$ -	$ -
		0	$ -	$ -	$ -	$ -
		0	$ -	$ -	$ -	$ -
	REMOVED Items 1 and 2 they have been installed.	0	$ -	$ -	$ -	$ -
		0	$ -	$ -	$ -	$ -
		0	$ -	$ -	$ -	$ -
		0	$ -	$ -	$ -	$ -
		0	$ -	$ -	$ -	$ -
		0	$ -	$ -	$ -	$ -
		0	$ -	$ -	$ -	$ -
		0	$ -	$ -	$ -	$ -
		0	$ -	$ -	$ -	$ -
		0	$ -	$ -	$ -	$ -
		0	$ -	$ -	$ -	$ -
		0	$ -	$ -	$ -	$ -
		0	$ -	$ -	$ -	$ -
		0	$ -	$ -	$ -	$ -
		0	$ -	$ -	$ -	$ -
		0	$ -	$ -	$ -	$ -
	Subtotal			$ -		~~$ 4,138.00~~ 1,450.00
						~~$ 4,138.00~~ 1,450.00

REMOVED
REMOVED

Customer Name_____

Customer Signature_____ **Date**_____

LBUSD ASE network is currently over subscribed by 2,100Mb. Because this is a Multipoint network, oversubscription is determined by enduser needs. LBUSD has the option to add to connections for Facilities and the New middle School without the need to install a new circuit at the District Office. If you need to increase the CIR at the district office, we can install the proposed 10G circuit with 5G CIR. Above, We are our reccomending to add one 10G port with 5G CIR to Los Banos Unified School District Information Systems Department (Data Center Main Hub) 763 J Street Los Banos, CA 93635, one 1G port with 1,000Mb CIR to Creekside Middle School Corner of Prairie Springs Drive and Badger Flat Road (under construction) Los Banos, CA 93635 and one 100M port with 100M CIR to LBUSD Facilities Department 646 Pacheco Blvd Los Banos, CA 93635.

Board Reference Material

SUBJECT TITLE: **Student Overnight Travel**

REQUESTED ACTION: Approve

Action __X__ Discussion/Information_____

RECOMMENDATION:

It is recommended the Board approve travel for R.M. Miano Elementary School sixth grade class to attend an Outdoor Education Trip to Jack L. Boyd Outdoor School (Fish Camp) beginning March 14, 2016 and returning March 18, 2016.

BACKGROUND INFORMATION:

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

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS:

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None identified

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

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

Jack L. Boyd Outdoor School: $205/student (108) -- $22,140
Travel: 2 district bus + driver = $400.00; 1 district van = $175.00
Teacher stipend: 4 teachers @ $100.00/day x 4 days = $1,600.00
Substitutes for teachers: $550.00
Total expense for outdoor camp: $24,865.00

ORIGINATOR: Antonio Rosales, Principal, R.M. Miano Elementary School
Date: February 11, 2016

Board Reference Material

SUBJECT TITLE: **Student Overnight Travel**

REQUESTED ACTION: Approve

Action __X__ Discussion/Information_____

RECOMMENDATION:

It is recommended the Board approve travel for the Los Banos High School Varsity Boys' Tennis Team to attend a tennis tournament in Clovis, CA for March 4-5, 2016.

BACKGROUND INFORMATION:

The tournament is called California High School Boys' Tennis Classic. There are over 100 schools participating in this event. It is the biggest high school tournament in the country. This tournament will prepare us for the season and post season. The level of competition will greatly improve the boys' preparation for the season.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This is an operational activity and does not support a specific Board goal. All student overnight travel requires prior Board approval.

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

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

10-12 players would attend.
1 Coach
1 Parent Driver

Entry Fee	$300.00
Lodging	$300.00

All costs would be paid out of the Boys' Tennis account.

ORIGINATOR: Veli Gurgen, Principal, Los Banos High School
Date: February 11, 2016

Board Reference Material

SUBJECT TITLE: **Student Overnight Travel**

REQUESTED ACTION: Approve

Action__X__ Discussion/Information_____

RECOMMENDATION:

It is recommended the Board approve the extended day/overnight travel for Pacheco High School students and designated staff members to attend Grad Night at Six Flags Magic Mountain, May 26-27, 2016. This venue was selected because it offered a controlled environment accessible to only senior high graduates and school chaperones.

BACKGROUND INFORMATION:

Students will be transported by chartered buses and will depart Thursday, May 26, 2016 and return to Los Banos at approximately 12:00 noon the next day, Friday, May 27, 2016.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This is an operational activity and does not directly support a specific Board goal. All student overnight travel must have prior approval from the Board.

ALTERNATIVES/IDENTIFIED OPPOSITION:

None

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

Total cost is approximately $36,040.00 and will be paid by the students attending the event. Students are given an opportunity to make monthly payments due a month before departure.

ORIGINATOR: Dan Sutton, Principal
Date: February 11, 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: February 11, 2016

1/29/2016

Site: Henry Miller Elementary

	TYPE	DESCRIPTION (MAKE & MODEL)	SERIAL #	QTY	DIST. #	STATUS*
EX.	Copier	Minolta EP 4320	3113122	1	07302	Beyond Repair
1	Printer	Deskjet Printer 970	my06m1813p	1	3827	Beyond Repair
2	Printer	Deskjet Printer 970	my0231foyt	1	3887	Beyond Repair
3	Printer	HP laserjet 1100	usped5076681	1	n/a	Beyond Repair
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						

**STATUS:*
OBSOLETE
REPAIR NEEDED
BEYOND REPAIR

Site: Los Banos JHS

Date: 2/11/16

	TYPE	DESCRIPTION (MAKE & MODEL)	SERIAL #	QTY	DIST. #	STATUS*
EX.	**Copier**	**Minolta EP 4320**	**3113122**	**1**	**07302**	**Beyond Repair**
1	Laptop	Toshiba Sat. Pro 6100	92035295P	1	X38	obsolete
2	Desktop (tower)	Gateway (E1500D)	39058284	1	8732	obsolete
3	Printer	HP PSC 750	MY14GB205Q	1	1407	Beyond Repair
4	Pinter	HP PSC 750	MY139A1079	1	2449	Beyond Repair
5	Printer	Lexmark Z53	3430017149	1	N/A	Beyond Repair
6	Printer	HP Deskjet 6940	MY64J7R03C	1	N/A	Beyond Repair
7	Monitor	Gateway FPD1520	LIC21273598	1	N/A	obsolete
8	Desktop	Gateway	24424324	1	2050	obsolete
9	Printer	HP Photosmart 1000	MY0AH1F195	1	N/A	Beyond Repair
10	Backup battery	Uniteruptted Power Supply	95030097212	1	1775	obsolete
11	Laptop	Gateway E-265M	40474961	1	9131	Beyond Repair
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						

STATUS:

OBSOLETE - REPAIR NEEDED - BEYOND REPAIR

Site: LFE
Date: 6/12/14

	TYPE	DESCRIPTION (MAKE & MODEL)	SERIAL #	QTY	DIST #	STATUS*
EX.	Copier	Minolta EP 4320	3113122	1	07302	Beyond Repair
1	Laptop	Gateway M305CRV	0033063850	1	6134	
2	Laptop	Gateway M305CRV	0033063852	1	6139	
3	Laptop	Gateway M305CRV	0033063854	1	6145	
4	Laptop	Gateway M305CRV	0033063846	1	6137	
5	Laptop	Gateway M305CRV	0033063882	1	6142	
6	Laptop	Gateway M305CRV	0033063858	1	6157	
7	Printer	Hp Deskjet 6122		1		
8	Printer	Hp Deskjet 6122		1		
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						

STATUS:
OBSOLETE
REPAIR NEEDED
BEYOND REPAIR

LFE - 1/27/16

	TYPE	DESCRIPTION (MAKE & MODEL)	SERIAL #	QTY	DIST. #	STATUS*
1	Laptop	Gateway: 460E	0036397822		6618	
2	Laptop	Gateway: M465-E	0039210736		6107	
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						