

OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/385-1501



BOARD OF TRUSTEES

Mrs. Veronica Robles-Solis, President
Mrs. Debra M. Cordes, Clerk
Mr. Ernest "Mo" Morrison, Member
Mr. Denis O'Leary, Member
Mr. Albert "Al" Duff Sr., Member

ADMINISTRATION

Dr. Cesar Morales
Superintendent
Ms. Lisa Cline
Deputy Superintendent,
Business & Fiscal Services
Dr. Jesus Vaca
Assistant Superintendent,
Human Resources & Support Services
Ms. Robin I. Freeman
Assistant Superintendent,
Educational Services

AGENDA #4
REGULAR BOARD MEETING
Wednesday, September 21, 2016
5:00 p.m. – Study Session
Closed Session To Follow
7:00 PM - Regular Board Meeting

***NOTE:** In accordance with requirements of the Americans with Disabilities Act and related federal regulations, individuals who require special accommodation, including but not limited to an American Sign Language interpreter, accessible seating or documentation in accessible formats, should contact the Superintendent's office at least two days before the meeting date.

Persons wishing to address the Board of Trustees on any agenda item may do so by completing a "**Speaker Request Form**" and submitting the form to the **Asst. Supt. of Human Resources**. The Speaker should indicate on the card whether they wish to speak during Public Comment or when a specific agenda item is considered.

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

www.oxnardsd.org

OPIE TV – Channel 20 &
Verizon FIOS - Channel 37



Vision:

Empowering All Children to Achieve Excellence

Mission:

Ensure a culturally diverse education for each student in a safe, healthy and supportive environment that prepares students for college and career opportunities.



Visión:

Capacitar a cada alumno para que logre la excelencia académica

Misión:

Asegurar una educación culturalmente diversa para todo el alumnado en un ambiente seguro, saludable y propicio que les prepare para la Universidad y el acceso a oportunidades para desarrollar una carrera profesional.

**Section A
PRELIMINARY**

A.1 Call to Order and Roll Call

5:00 PM

The President of the Board will call the meeting to order. A roll call of the Board will be conducted.

A.2 Pledge of Allegiance to the Flag

Ms. Carol Flores-Beck, Principal at Driffill School, will introduce students Sebastian Gastelum, 8th grader in Mr. Gonzales’ class and Karli Douthett, 8th grader in Mr. Valdes’ class, who will lead the audience in the Pledge of Allegiance.

A.3 District’s Vision and Mission Statements

The District’s Vision and Mission Statements will be read in English by Karli Douthett and in Spanish by Sebastian Gastelum, students from Driffill School.

A.4 Presentation by Driffill School

Ms. Carol Flores-Beck will provide a short presentation to the Board regarding Driffill School. Following the presentation President Robles-Solis will present a token of appreciation to the students that participated in the Board Meeting.

A.5 Adoption of Agenda (Superintendent)

Moved:
Seconded:
Vote:

ROLL CALL VOTE:

Duff __, O’Leary __, Morrison __, Cordes __, Robles-Solis __

A.6 Study Session – Budget Expenditure Reports/Highlights 2015-2016 (Cline)

The Board of Trustees will receive a presentation on the Budget Expenditure Reports/Highlights for 2015-2016.

A.7 Closed Session – Public Participation/Comment (Limit three minutes per person per topic)

Persons wishing to address the Board of Trustees on any agenda item identified in the Closed Session agenda may do so by completing a “Speaker Request Form” and submitting the form to the Assistant Superintendent of Human Resources and Support Services. Public Comment shall be limited to fifteen (15) minutes per subject with a maximum of three (3) minutes per speaker.

The Board will now convene in closed session to consider the items listed under Closed Session.

A.8 Closed Session

1. Pursuant to Section 54956.9 of *Government Code*:
 - Conference with Legal Counsel – Anticipated Litigation: 1 case

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

Section A
PRELIMINARY
(continued)

A.8 Closed Session (continued)

2. Pursuant to Sections 54957.6 and 3549.1 of the *Government Code*:
 - Conference with Labor Negotiator:
Agency Negotiators: OSD Assistant Superintendent, Human Resources & Support Services, and Garcia Hernández & Sawhney, LLP
Association(s): OEA, OSSA, CSEA;
and All Unrepresented Personnel - Administrators, Classified Management, Confidential

3. Pursuant to Section 54956.8 of the *Government Code*:
 - Conference with Real Property Negotiators (for acquisition of new school site):
Property: Parcel located Teal Club Road, North of Teal Club Road, South of Doris Avenue
Agency Negotiators: Superintendent/Deputy Superintendent, Business & Fiscal Services/ Garcia Hernandez & Sawhney, LLP/ Caldwell Flores Winters Inc.
Negotiating Parties: Dennis Hardgrave on behalf of the property owners
Under Negotiations: Instruction to agency negotiator on price and terms.

4. Pursuant to Section 54957 of the *Government Code* and Section 44943 of the *Education Code* the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release

A.9 Reconvene to Open Session

7:00 PM

A.10 Report Out of Closed Session

The Board will report on any action taken in closed session or take action on any item considered in closed session, including expulsion of students.

A.11 Introduction of New Administrator(s) (Dr. Morales)

Administration will introduce the following new administrator(s) to the Oxnard School District and/or employees to new positions to the Board of Trustees:

- Ms. Michel Haun, Assistant Principal at Fremont Academy of Environmental Science & Innovative Design
- Ms. Suzanne Lugotoff, Director of Child Nutrition Services

A.12 Recognition of Soria School Title I Achievement Award (Dr. Morales)

The Board of Trustees will acknowledge Soria School for receiving the Title I Academic Achieving Schools Award in conjunction with the Gold Ribbon Award.

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

Section A
PRELIMINARY
(continued)

A.13 Approval of Resolution #16-10 School Administrator Week, October 10-14, 2016
(Dr. Morales)

It is recommended that the Board of Trustees adopt Resolution #16-10 School Administrator Week, October 10-14, 2016 and direct the District Superintendent to distribute said resolution to all administrators.

**Note: No new items will be considered after 10:00 p.m. in accordance with
Board Bylaws, BB 9323 – Meeting Conduct**

Section B
PUBLIC COMMENT/HEARINGS

B.1 Public Comment (3 minutes each speaker)

Members of the public may address the Board on any matter within the Board's jurisdiction at this time or at the time that a specific agenda item is being considered. Comments should be limited to three (3) minutes. Please know this meeting is being video-recorded and televised. The Board particularly invites comments from parents of students in the District.

B.1 Comentarios del Público (3 minutos para cada ponente)

Los miembros del público podrán dirigirse a la Mesa Directiva sobre cualquier asunto que corresponda a la jurisdicción de la Mesa Directiva en este periodo o cuando este punto figure en el orden del día y sea analizado. Los comentarios deben limitarse a tres (3) minutos. Tenga presente que esta reunión está siendo grabada y televisada. La Mesa Directiva invita en particular a los padres y alumnos del distrito a que presenten sus comentarios.

**Note: No new items will be considered after 10:00 p.m. in accordance with
Board Bylaws, BB 9323 – Meeting Conduct**

Section C CONSENT AGENDA

(All Matters Specified as Consent Agenda are considered by the Board to be routine and will be acted upon in one motion. There will be no discussion of these items prior to the time the Board votes on the motion unless members of the Board request specific items be discussed and/or removed from the Consent Agenda.)

Notes:
Moved:
Seconded:

ROLL CALL VOTE:

Duff __, O'Leary __, Morrison __, Cordes __, Robles-Solis __

C.1 Acceptance of Gifts

It is recommended that the Board accept the following gifts:	Dept/School
<ul style="list-style-type: none"> ▪ From Curren PTA, a donation to Curren School of \$22,650.00, that will be used to support students. 	Castillo

C.2 Agreements

It is recommended that the Board approve the following agreements:	Dept/School
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Academic:

- | | |
|---|--------------------|
| <ul style="list-style-type: none"> ▪ #16-118 with Capstone who is the provider of the online platform myON made available digitally by contractor to authorized users via the internet, and of professional services associated with myON, September 22, 2016 until June 30, 2018; amount not to exceed \$375,200.00, to be paid with Title I Funds; | Freeman |
| <ul style="list-style-type: none"> ▪ #16-129 with eSpark, to provide professional development and coaching for teachers to address their areas of need in the eSpark program, September 22, 2016 through June 30, 2017; amount not to exceed \$54,000.00, to be paid with Title I Funds. | Freeman/
Thomas |

Enrichment:

- | | |
|--|---------------------|
| <ul style="list-style-type: none"> ▪ #16-120 with Ventura County Arts Council, to provide music lessons at Harrington School September 22, 2016 to June 16, 2017; amount not to exceed \$2,048.00, to be paid with Title III Funds; | Freeman/
Ramirez |
| <ul style="list-style-type: none"> ▪ #16-121 with Parent Institute for Quality Education (PIQE), to provide parent training course in Spanish for the parents of the children enrolled at Haydock Academy of Arts & Sciences, September 27, 2016 through December 13, 2016; amount not to exceed \$15,000.00, to be paid with \$12,000.00 Title III Funds and \$3,000.00 Title I Funds; | Freeman/
Bond |
| <ul style="list-style-type: none"> ▪ #16-123 with Generation Ready Inc., to provide Cultural Proficiency training districtwide, September 22, 2016 through June 30, 2017; amount not to exceed \$137,000.00, to be paid with Title II Funds; | Freeman |
| <ul style="list-style-type: none"> ▪ #16-124 with Art Trek Inc., to provide three dimensional (3-D) art professional development, lessons and support for the ASES After School Program; amount not to exceed \$50,000.00, to be paid with ASES Grant Funds; | Freeman/
Thomas |
| <ul style="list-style-type: none"> ▪ #16-125 with Art Trek Inc., to provide art lessons during after school hours for students attending Chavez, Curren, Drifill, Kamala, Lemonwood, and Soria Schools; amount not to exceed \$36,000.00, to be paid with Unrestricted General Funds; | Freeman/
Thomas |

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

Section C
CONSENT AGENDA

(continued)

C.2 Agreements (continued)

It is recommended that the Board approve the following agreements: Dept/School

Enrichment:

- #16-126 with Mad Science of Los Angeles, to offer enrichment activities for students at schools in the Oxnard School District, September 22, 2016 to June 30, 2017; amount not to exceed \$29,400.00, to be paid with Unrestricted General Funds;

Freeman/
Thomas
- #16-128 with Mariana Peirano Royuela, to provide “An Artist I Know”, an art appreciation program intended to acquaint elementary students at Soria School with the world of art, September 22, 2016 through June 30, 2017; amount not to exceed \$10,800.00, to be paid with Donation Funds.

Freeman/
Fox

Support Services:

- #16-119 with 1 Heart at a Time Inc., to conduct educational workshops and events that focus on self-esteem and motivational exercises that will enhance the students’ ability to make positive healthy choices, September 22, 2016 through June 30, 2017; at no charge to the District;

Freeman/
Ridge
- #16-127 County of Ventura/Ventura County Behavioral Health, to provide community outreach at targeted school sites, offer parent workshops and meet individually with OSD families to facilitate early identification and treatment with behavioral health services, September 22, 2016 through June 30, 2017; at no cost to the District.

Freeman/
Ridge

Personnel:

- #16-122 with California Lutheran University, to provide clinical experience through supervised teaching to students enrolled in the Multiple Subject, Single Subject, and Special Education, initial teaching credential, commences on September 22, 2016 and is valid for five (5) years; District will pay CLU Interns on the Certificated salary schedule, and salary may be adjusted to be commensurate to the teaching experience and education, to be paid with Unrestricted General Funds.

Vaca

C.3 Approval of Prequalified Firms for CEQA/DTSC Compliance Services

It is the recommendation of the District Superintendent, and the Deputy Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve the recommended list of prequalified firms to provide CEQA/DTSC compliance services and authorize the Superintendent to enter into master agreements with the identified prequalified firms; no cost to the District. Dept/School
Dr. Morales/
Cline/
CFW, Inc.

C.4 Approval of Change Order #1 for Ritchen HVAC Chiller Plant Project, Bid #15-01

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Maintenance Manager, that the Board of Trustees approve Change Order #1 for Ritchen HVAC Chiller Plant Project, Bid #15-01; in the amount of \$3,527.33 for Agreement #15-188 with Bon Air Inc. Dept/School
Cline/
McGarry

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

Section C
CONSENT AGENDA

(continued)

C.5 Resolution #16-09: Adoption of Appropriations Limit (GANN) & Appropriations Subject To The Limit For 2015-2016 and 2016-2017

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees adopt the Appropriations Limit Resolution #16-09 for 2015-2016 and 2016-2017, as required by law.	Dept/School Cline/ Penanhoat
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C.6 Oxnard School District 2015-2016 Unaudited Actual Financial Information

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees accept the Oxnard School District 2015-2016 Unaudited Actual Financial Information and authorize its filing with the Ventura County Office of Education.	Dept/School Cline/ Penanhoat
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C.7 Establish/Abolish/Reduce/Increase Hours of Positions

It is recommended that the Board approve the establishment, abolishment, reduction or increase in hours for classified positions, as submitted.	Dept/School Koch
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C.8 Personnel Actions

It is recommended that the Board approve personnel actions, as submitted.	Dept/School Vaca/Koch
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Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

**Section D
ACTION ITEMS**

(Votes of Individual Board Members must be publicly reported.)

***D.1 Consideration and Approval of Resolution #16-11 In Support of Proposition 58: LEARN
(Language Education, Acquisition And Readiness Now) Dr. Morales***

It is recommended that the Board of Trustees consider and approve Resolution #16-11 in support of Proposition 58: LEARN (Language Education, Acquisition And Readiness Now); and direct administration to process accordingly.

Public Comment:
Presentation:
Moved:
Seconded:
Board Discussion:
Vote:

ROLL CALL VOTE:

Duff __, O’Leary __, Morrison __, Cordes __, Robles-Solis __

D.2 Approval of The English Learner Master Plan (Freeman)

It is the recommendation of the Assistant Superintendent, Educational Services that the Board of Trustees approve the English Learner Master Plan, as presented.

Public Comment:
Presentation:
Moved:
Seconded:
Board Discussion:
Vote:

ROLL CALL VOTE:

Duff __, O’Leary __, Morrison __, Cordes __, Robles-Solis __

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

Section E
APPROVAL OF MINUTES

No minutes will be approved at this meeting.

**Note: No new items will be considered after 10:00 p.m. in accordance with
Board Bylaws, BB 9323 – Meeting Conduct**

Section F
BOARD POLICIES

(These are presented for discussion or study.
Action may be taken at the discretion of the Board.)

F.1 First Reading of Board Policies, Regulations and Bylaws

It is recommended that the Board review the following revised Board Policies, Administrative Regulations and Bylaws, as presented, and approve for a first reading:

New BP 3515.7	Business and Noninstructional Operations FIREARMS ON SCHOOL GROUNDS	Vaca
New BP 4121	Certificated Personnel TEMPORARY/SUBSTITUTE PERSONNEL	Vaca
New AR 4161.11, 4261.11 and 4361.11	All Personnel INDUSTRIAL ACCIDENT/ILLNESS LEAVE	Vaca
New AR 4261.1	Classified Personnel PERSONAL ILLNESS/INJURY LEAVE	Vaca

**Note: No new items will be considered after 10:00 p.m. in accordance with
Board Bylaws, BB 9323 – Meeting Conduct**

Section G
CONCLUSION

G.1 Superintendent's Announcements *(3 minutes)*

A brief report will be presented concerning noteworthy activities of district staff, matters of general interest to the Board, and pertinent and timely state and federal legislation.

Notes:

G.2 Trustees' Announcements *(3 minutes each speaker)*

The trustees' report is provided for the purpose of making announcements, providing conference and visitation summaries, coordinating meeting dates, identifying board representation on committees, and providing other information of general interest.

Notes:

ADJOURNMENT

Moved:
Seconded:
Vote:

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales

Date of Meeting: September 21, 2016

- A. Preliminary Study Session: _____
- B. Hearing: _____
- C. Consent Agenda _____ Agreement Category:
_____ Academic
_____ Enrichment
_____ Special Education
_____ Support Services
_____ Personnel
_____ Legal
_____ Facilities
- D. Action Items _____
- E. Report/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Approval of Resolution #16-10; School Administrator Week – October 10-14, 2016

The State of California declared the second full week of October as the “Week of the School Administrator” in Education Code 44015.1. It is well know that most school administrators begin their careers as teachers and move up the ranks serving in public education for most of their career. They are the leaders of our community and the future of children depends greatly on the quality of knowledge, experience, integrate and foresight of these individuals to promote ongoing student achievement and school success.

FISCAL IMPACT: None

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution #16-10 in recognition of School Administrator Week, October 10-14, 2016 and direct the District Superintendent to distribute said resolution to all administrators.

ADDITIONAL MATERIAL:

- Resolution #16-10



OXNARD SCHOOL DISTRICT



Resolution #16-10

School Administrator Week October 10 – 14, 2016

WHEREAS, Leadership Matters for California’s public education system and the more than 6 million students it serves. School administrators are passionate, lifelong learners who believe in the value of quality public education; and

WHEREAS, the title "school administrator" is a broad term used to define many education leadership posts. Superintendents, assistant superintendents, principals, assistant principals, special education and adult education leaders, curriculum and assessment leaders, school business officials, classified educational leaders, and other school district employees are considered administrators; and

WHEREAS, Most school administrators began their careers as teachers. The average administrator has served in public education for more than a decade. Most of California’s superintendents have served in education for more than 20 years. Such experience is beneficial in their work to effectively and efficiently lead public education and improve student achievement; and

WHEREAS, Public schools operate with lean management systems. Across the nation, public schools employ fewer managers and supervisors than most public and private sector industries including transportation, food service, manufacturing, utilities, construction, publishing and public administration; and

WHEREAS, School leaders depend on a network of support from school communities – fellow administrators, teachers, parents, students, businesses, community members, board trustees, colleges and universities, community and faith-based organizations, elected officials and district and county staff and resources – to promote ongoing student achievement and school success; and

WHEREAS, Research shows great schools are led by great principals, and great districts are led by great superintendents. These site leaders are supported by extensive administrative networks throughout the state; and

WHEREAS, the State of California has declared the second full week of October as the "Week of the School Administrator" in Education Code 44015.1; and the future of California’s public education system depends upon the quality of its leadership;

NOW THEREFORE BE IT RESOLVED, by the Oxnard School District that all school leaders be commended for the contributions they make to successful student achievement.

Adopted this 21st day of September, 2016.

President, Board of Trustees

Clerk, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees



OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/385-1501

www.oxnardsd.org



Curren K-8 School

1101 North F Street, Oxnard CA 93030

(805) 385-1527 Fax: (805) 485-7593

August 12, 2016

Dear Curren PTA,

On behalf of the Curren School Community (students, teachers, and parents) I would like to express my sincere thanks for your donation of \$22,650 to Curren School in order to support our enrichment programs. Curren is proud to offer such extensive programs related enrichment. This PTA donation will ensure that we can enhance our fine arts enrichment with the addition of music classes for all students K-8, an increase in club activities after school, and the initiation of a choral/musical theater program which we will be connecting to our Environmental Studies (EYES Academy). Curren is lucky to have such an exceptional PTA that supports our students.

Sincerely,

Kelly Castillo

Principal K-8

Cc Oxnard School District Board of Trustees, Superintendent, Assistant Superintendent
Educational Services

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 9/21/16

- A. Preliminary _____
Study Session: _____
- B. Hearing: _____
- C. Consent Agenda _____
- Agreement Category:**
 Academic
 Enrichment
 Special Education
 Support Services
 Personnel
 Legal
 Facilities
- D. Action Items _____
- E. Report/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Approval of Agreement #16-118 – Capstone (Freeman)

myOn platform provides a growing collection of enhanced digital books in English and Spanish that cover a wide range of genres and content areas. Embedded assessments are included and myOn has the capacity to measure, monitor, and project student reading progress. The collection of digital books will offer increased opportunities for learners to read independently during school hours, at home or through summer programs. The collection also allows for instructional use, with leveled texts aligned to core content. Professional Development is also included to support models.

Term of Agreement: September 22, 2016 through June 30, 2018

FISCAL IMPACT:

\$375,200.00 – Title 1

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #16-118 with Capstone.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-118, Capstone (7 Pages)

**OSD AGREEMENT #16-118
CONTRACT #00062920
BY AND BETWEEN THE
Oxnard School District AND Coughlan Companies,
Inc, dba Capstone Publishers for the myON
platform and services**

THIS AGREEMENT, is dated September 21, 2016 for convenience, and is entered into by and between Oxnard School District (hereinafter called "District") and, Coughlan Companies, Inc. d/b/a Capstone, 1710 Roe Crest Drive, North Mankato, MN 56003 (hereinafter called "Contractor"), collectively referred to as the "parties".

RECITALS

WHEREAS, Contractor is the provider of the online platform myON made available digitally by Contractor to authorized users via the Internet, and of professional services associated with myON, and

WHEREAS, the District wishes to make these services and platforms available to its staff and students;

WHEREAS, Contractor represents itself able and, for a consideration, willing to provide such platform and services to the district;

Now, THEREFORE, the parties agree to enter into this Agreement for Contractor to provide to the District the services as detailed herein. This Agreement attaches and incorporates by reference as though fully set forth herein the following documents: myON Order Form, myON License Agreement, myON Privacy Policy, myON Professional Services Statement of Work.

1. Term of Agreement.

The term of this Agreement shall be from September 22, 2016, until June 30, 2018.

Notwithstanding the foregoing, this Agreement shall become effective only upon proper execution by the parties.

2. Services Provided.

Contractor agrees to provide the District with the following services as finalized in the myON Order Form:

- myON web platform access for students, faculty, specialists, and administrators for two years in 21 sites as listed in Appendix A
- Access to download offline reading apps (iPad / Chrome / Android) for myON
- myON literacy toolkit, including reading tools like highlighting

- Core myON digital books – a growing collection of over 5,500 books with audio included at no additional cost – concurrent access for all students
- Additional publishers at each building as listed in Appendix A
- Professional Services self-service assistance through a Professional Development online portal
- myON reader assessments, featuring the Lexile® Framework for Reading, delivered through platform
- Contracted Professional services, including virtual webinars, and an on-site development day.

3. Compensation.

Compensation to Contractor shall not exceed Three Hundred and Seventy-Five Thousand, and Two Hundred dollars (\$375,200). Contractor shall submit invoices to the District for services rendered and in a form acceptable to the District. The District shall pay the total amount within ninety (90) days of its receipt of all invoices provided to the District in accordance with any payment plans outlined in the myON Order Form payment notes section. Contractor shall have the right to deny the Users access to Contractor’s educational services if any payment is not timely received.

4. Notices.

All notices to be given by the parties hereto shall be in writing and served by confirmation of email and/or depositing the same in the United States Post Office as listed below. Either party may change the address to which notice is to be sent by giving written notice thereof to the other party. Any notice of default or termination must be sent by certified mail.

Notice to the District:
 Oxnard School District
 Attention: Robin I. Freeman, Assistant
 Superintendent, Educational Services
rfreeman@oxnardsd.org
 1051 South A Street
 Oxnard, CA 93030
 (805) 385-1501 Ext. 2301

Notice to the Contractor:
 myON, a business unit of Capstone
 Attention: Todd Brekhus,
 President
sales@myON.com
 1710 Roe Crest Drive
 North Mankato, MN 56003
 (888) 728-1266

5. Licensing Terms.

Access to and use of Contractor’s websites shall be subject to the myON License Agreement, and the following terms:

- a. Contractor hereby grants students enrolled in the District's school(s), and the teachers and school administrators employed by the District a limited, non-transferable,

non-sublicensable, non-exclusive, revocable in the event of breach, right during the term of this Contract to access and use Contractor's websites solely for educational purposes.

b. All use of Contractor's websites by Users shall be subject to the Terms of Use which are set forth at <https://www.myon.com/terms.html> including, but not limited to, the restrictions on use set forth therein. In the event of conflict between such Terms of Use and this contract, this contract shall prevail.

6. Use of Student Information.

Contractor's privacy policy (including its policy regarding use and management of individually identifiable personal information of students under the age of 13) is set forth at <https://www.myon.com/privacy.html>.

7. Termination

a. The District may terminate transactions under these terms and conditions for cause as laid out in the myON License Agreement. In the event of such termination, Contractor shall be entitled to retain or recover from the District all fees paid or due to be paid for setup and staff development training that have been provided to the District, and the portion of the subscription fee that is applicable to the period that the Users were provided access to the educational service(s), and shall return to the District the portion of any paid subscription fee applicable to the period following the termination date that the Users were to be provided access to the educational service(s), if any.

b. Contractor shall be considered in breach of its obligations hereunder only if it fails to cure material defaults in its performance within ten (10) days of its receipt of a written communication from the District identifying such default(s).

c. Immediately upon any termination or expiration of any transaction under these terms and conditions, the District and its Users shall immediately cease use of the educational services and, except in the event of termination of Contractor for cause by the District, the District shall pay all amounts owed to Contractor for use of the educational service through the date that the termination or expiration takes effect. In the event that the District terminates this contract for cause, the District shall remain responsible for fees due for educational services provided prior to the event(s) that constitute(s) the cause.

8. Infringement.

Contractor agrees to indemnify and defend the District from and against any action, claim, demand, or liability, including reasonable attorney's fees and costs, arising from or relating to a claim that an educational service provided hereunder during the term of

this Agreement infringes upon the copyright of a third party. If any such educational service is held to infringe, or if in Contractor's opinion, such a claim is likely to occur, Contractor may, at its sole option and expense, either: (i) procure for the District the right to continue using the materials in question; or (ii) replace or modify the infringing materials so that they become non-infringing as long as functionality is not materially and adversely affected. If neither alternative (i) nor (ii) is reasonably available, then Contractor may terminate the license to access the infringing educational services and Contractor shall return the District's advance payment(s) for unconsumed educational services. The foregoing remedy shall be the sole and exclusive remedy provided to the Indemnified Party with respect to the subject of this indemnity.

9. Independent Contractor.

Contractor is an independent contractor and as such shall be solely responsible for all payroll taxes, including FICA, Federal and State income tax withholding or quarterly payments and such other taxes and obligations imposed upon independent contractors. Neither this Agreement nor the performance or any obligations or duties hereunder shall ever result in anyone employed by one party being deemed an employee, agent, servant or representative of the other party.

10. Warranty.

Contractor warrants that it has the full authority to grant the rights granted herein to the District. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, CONTRACTOR DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT, AND ANY WARRANTY THAT THE SERVICES WILL BE AVAILABLE AT ALL TIMES OR WITHOUT INTERRUPTION OR THAT THEY WILL OPERATE IN AN ERROR-FREE MANNER. THE SERVICES ARE PROVIDED "AS IS" AND WITH ALL FAULTS.

11. Limitation of Liability.

IN NO EVENT SHALL EITHER PARTY, INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND AGENTS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR USE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CONTRACTOR BE RESPONSIBLE OR LIABLE FOR ANY INJURY THAT MAY BE ATTRIBUTED TO THE CONTENT OF COMMUNICATIONS TRANSMITTED BY MEANS OF THE SERVICE BY ANY PERSON OTHER THAN EMPLOYEES OR AGENTS OF CONTRACTOR. EACH PARTY'S TOTAL LIABILITY TO THE OTHER PARTY ARISING FROM OR RELATED TO THIS ORDER FOR ANY REASON SHALL BE LIMITED TO DIRECT DAMAGES UP TO THE TOTAL AMOUNT OF FEES PAID HEREUNDER DURING THE TERM OF THIS AGREEMENT. THE

FOREGOING LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, NEGLIGENCE AND OTHER TORTS.

12. Assignment.

This Agreement is not assignable or otherwise conveyable without the express written consent of the other party, which consent shall not be unreasonably withheld except Contractor may assign this Agreement without any consent pursuant to a Change of Control or to any entity controlling, controlled by or under common control with Contractor. For purposes of this Agreement, "Change of Control" means, with respect to Contractor, any direct or indirect ownership change, or series of ownership changes, of such that the result of which is that a person or group of persons that does not currently control Contractor shall beneficially own securities giving such person the right to vote a majority of the voting securities or elect a majority of the board of directors of Contractor or a sale or transfer of all or substantially all of the assets of Contractor to an entity other than Contractor's ultimate parent or an entity controlled by such ultimate parent. Any attempted assignment in breach of this Section shall be null and void. In the event that Contractor assigns the Agreement in accordance with this Section, the entity controlling, controlled by or under common control with Contractor shall assume Contractor's responsibilities under the Agreement.

13. No Waiver.

None of the provisions of this agreement shall be considered waived by either party thereto, unless such waiver is reduced to writing and signed by the party to be charged. No waiver shall be construed as a modification of any of the provisions of this agreement or as a waiver of any past or future default or breach hereof, except as expressly stated in such waiver.

14. Severability.

If any one (1) or more of the provisions contained in the agreement, for any reason are held to be invalid or unenforceable, in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

15. Construction of this Agreement.

These parties acknowledge that this Agreement was prepared under Minnesota Law and therefore shall be interpreted under the laws of the State of Minnesota, without regard to its conflict of law provisions.

16. Amendments.

This Agreement may not be amended, altered or modified in any manner, except in writing, signed by the parties hereto.

17. No Intended Third Party Beneficiaries.

The rights and obligations of each party established herein are intended for the sole use and benefit of the District and Contractor and no one else. Accordingly, these terms and conditions confer no rights upon any third party, including any of the District's students, parents, teachers or administrators.

18. Force Majeure

Neither party shall be responsible for any delay or failure in performance to the extent such delay or failure is caused by causes beyond the party's reasonable control.

19. Survival.

Paragraphs 5-7, 10, 11, 14, 15, 17 and 20 will survive the expiration or termination of this Agreement.

20. Entire Agreement.

This Agreement, including any Appendixes, contains the parties' entire agreement and understanding, and supersedes all prior oral and written agreements and understandings regarding its subject matter.

22. Signatures of the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives effective as of the date set forth above.

Accepted and Agreed:
Oxnard School District

Accepted and Agreed:
myON, a business unit of Capstone



By: Lisa A. Franz
Title: Director, Purchasing
Date:

By: Todd Brekhus
President, Capstone Digital
Date: June 9, 2016

Appendix A

Sites and Licenses

Elementary license, includes myON reader, publisher partners: Capstone, Arbordale, Disney, Story Cove, Little Folk, Highlights for Children, Little Brown & Co – Matt Christopher, Stan Lee Kid's Universe and Arte Publico Press – Spanish, myON Classics, additional Spanish partners – Rourke, Flowerpot Early Learning Spanish, Raven Tree Press, Speakaboos, and unlimited access to the myON professional services and support portal for all educators:

1. Ramona Elementary School – term: 10/31/16-10/31/18
2. Norman Brekke Elementary School – term: 6/1/17-6/1/19
3. Christa McAuliffe Elementary School – term: 10/31/16-10/31/18
4. Dennis McKinna Elementary School – term: 10/31/16-10/31/18
5. Elm Street Elementary School – term: 10/31/16-10/31/18
6. Emilie Ritchen Elementary School – term: 10/31/16-10/31/18
7. Marina West Elementary School – term: 10/31/16-10/31/18
8. Norma Harrington Elementary School – term: 10/31/16-10/31/18
9. Rose Avenue Elementary School – term: 10/31/16-10/31/18
10. Sierra Linda Elementary School – term: 10/31/16-10/31/18
11. Thurgood Marshall Elementary School – term: 10/31/16-10/31/18

Middle license, includes myON reader, publisher partners: Capstone, Arte Publico Press – English, Arte Publico Press – Spanish, DK Eyewitness, Little, Brown & Co – Middle School, Little, Brown & Co – James Patterson, Reference Point Press, Saddleback, Orca Books (Hi/Lo), myON Classics, additional Spanish partners – Rourke, Flowerpot Early Learning Spanish, Raven Tree Press, Speakaboos, and unlimited access to the myON professional services and support portal for all educators:

12. Curren K-8 School – term: 8/1/2017 – 8/1/2019
13. Cesar E. Chavez K-8 School – term: 8/1/2017 – 8/1/2019
14. Driffill K-8 School – term: 10/31/16-10/31/18
15. Kamala K-8 School – term: 10/31/16-10/31/18
16. Lemonwood K-8 School – term: 10/31/16-10/31/18
17. Soria Elementary K-8 School – term: 9/1/2016-9/1/18
18. Richard B Haydock Middle School – term: 10/31/16-10/31/18
19. Robert J Frank Middle School – term: 10/31/16-10/31/18
20. John C Fremont Middle School – term: 10/31/16-10/31/18

Preschool/Family literacy license, includes myON books, publisher partners: Capstone Core – Early Literacy, Flowerpot Early Learning, Flowerpot World of Wonder, Red Lemon Press, Kindermusik, Cantata Learning, Highlights High Five (Pre-K), Disney, JUMP!, Orca Picture Books, HMH Picture Books – Curious George, Open Road Elementary, Sourcebook Elementary Picture Books, Stan Lee Kid's Universe, Star Bright, Palm Publishing, Bramble, myON Classics, additional Spanish partners – Rourke, Flowerpot Early Learning Spanish, Raven Tree Press, Speakaboos, and unlimited access to the myON professional services and support portal for all educators:

21. San Miguel Elementary Preschool – term: 6/30/2016-9/1/18

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 9/21/16

- A. Preliminary Study Session: _____
- B. Hearing: _____
- C. Consent Agenda _____
- Agreement Category:
 Academic
 Enrichment
 Special Education
 Support Services
 Personnel
 Legal
 Facilities
- D. Action Items _____
- E. Report/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Approval of Agreement #16-129 – eSpark Learning (Freeman/Thomas)

eSpark Learning will provide professional development and coaching for teachers to address their areas of need in the eSpark program. The training will be focused on adapting instructional practices to integrate iPads and eSpark smoothly.

FISCAL IMPACT:

Not to Exceed \$54,000.00 – Title 1

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #16-129 with eSpark Learning.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-129, eSpark Learning (5 Pages)

Chicago
833 W. Jackson Blvd.
Suite 700
Chicago, IL 60607

San Francisco
2475 3rd St.
Suite 243
San Francisco, CA 94107

New York
33 Irving Pl.
Suite 1096
New York, NY 10003


www.esparklearning.com
312-894-3100



PARTNERSHIP PROPOSAL FOR Oxnard Elementary School District eSpark Professional Development

PREPARED BY:

Jason Yun

p: 510.367.5893

e: jason@esparklearning.com

ISSUED ON:

9/9/2016

VALID TO:

9/23/2016

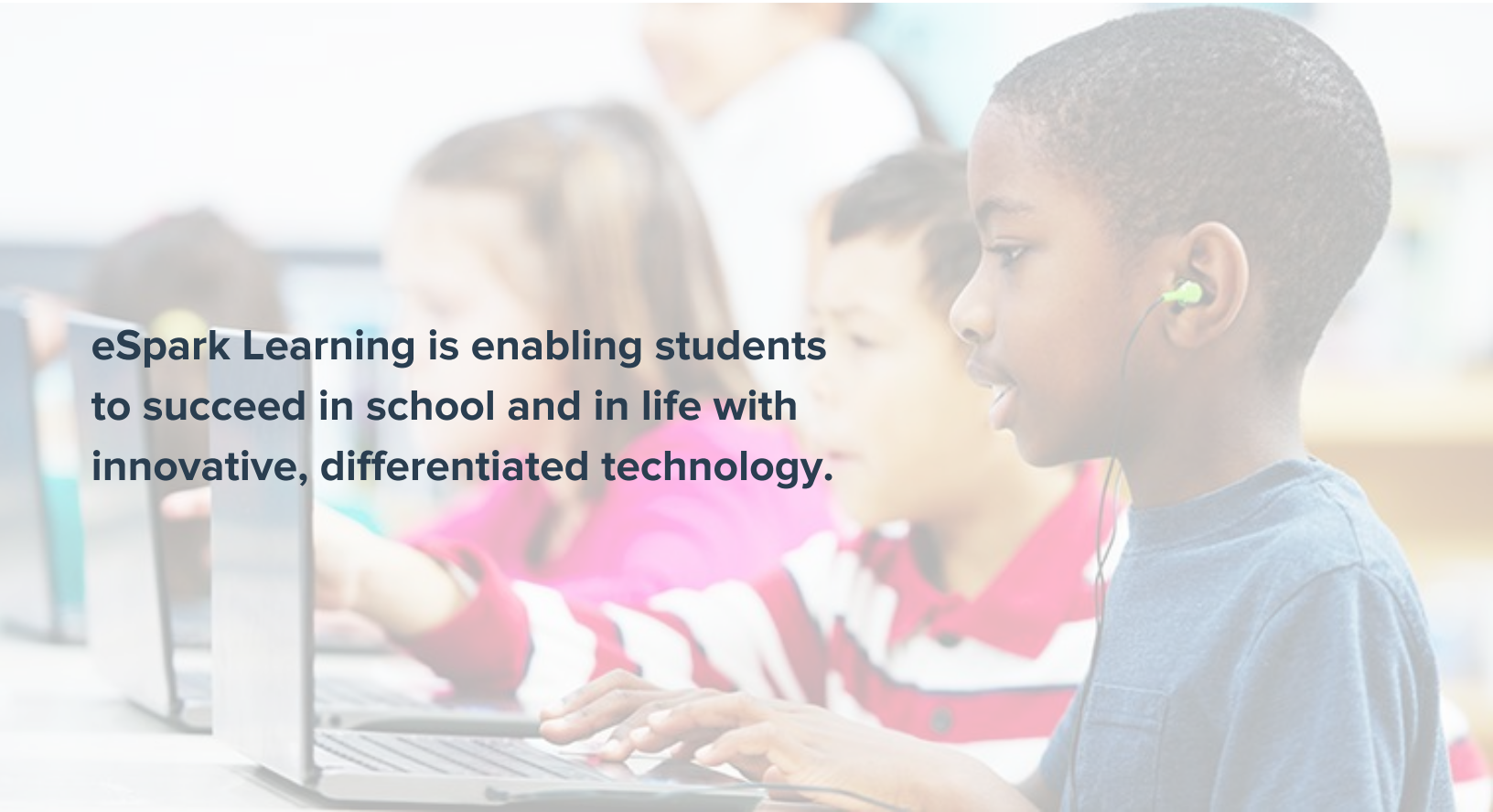
Statement of Confidentiality | This proposal and supporting materials contain confidential and proprietary information of eSpark. These materials may not be shared with other parties.

About eSpark Learning

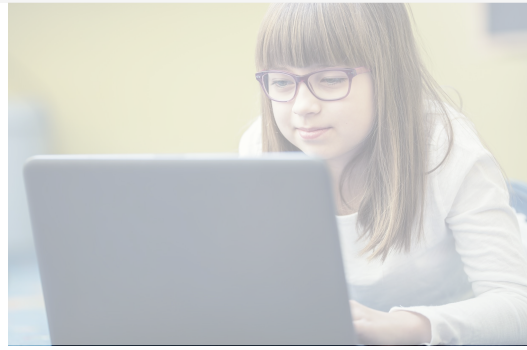
eSpark is meeting the needs of all learners for life-changing outcomes.

Traditional classrooms are one size fits all, but students don't learn in the same ways or at the same pace. Many schools are looking to solve this problem by investing in iPads and laptops to help differentiate instruction in the classroom.

At eSpark, we believe that adopting devices is just the first step. Our student-centered products captivate unique interests, challenge learners at their level, and inspire creative application to help students succeed in school and in life.

A photograph of a classroom where several young students are sitting at desks, focused on their laptops. The foreground shows a young boy with dark skin and short hair, wearing a blue t-shirt and green earbuds, looking intently at his laptop screen. Other students are visible in the background, also working on their devices. The scene is brightly lit, suggesting a modern, technology-rich learning environment.

eSpark Learning is enabling students to succeed in school and in life with innovative, differentiated technology.



Description of eSpark Professional Learning and Services

eSpark Professional Learning and Services

Because we believe high-quality, interactive professional development plays an integral role in the short- and long-term success of a classroom iPad program, eSpark requires teachers to complete a minimum amount of training.

Our expert blended learning consultants develop and deliver custom PD sessions based on your unique needs. Teachers start with an immersive half-day in-person kick-off training focused on adapting instructional practices to integrate iPads and eSpark smoothly. Teachers will also receive 4 hours of post-launch professional development, supplemented with up to two in-person coaching and evaluation sessions and up to two in-person targeted trainings to address their areas of need.

Throughout their eSpark experience, teachers will also be provided with ongoing support via an online resource center and 24/7 1:1 on-call phone and email support. Our data experts review the mid-year and end-of-year data with the administrators virtually.

eSpark Professional Development Budget for Oxnard Elementary School District

9/15/2016 - 6/30/2017

		<u>5 schools</u>
	Number of teachers Subject(s)	60 One
1	Professional Development & Support (per teacher)	\$900/teacher
2	Professional Development & Support (total)	\$54,000

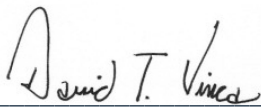
Please print, sign, and return via:

Email: jason@eSparkLearning.com

Fax: 708-996-1756 **ATTN:** Accounting

Mail: eSpark | 833 W. Jackson Blvd, Suite 700 | Chicago, IL 60607

eSpark Signature: _____



District Signature: _____

Date: 9 / 9 / 2016

Date: ____ / ____ / ____

Print Name: _____ David Vinca

Print Name: _____ Lisa A. Franz

Title: _____ Founder/CEO

Title: _____ Director, Purchasing

District Accounting Contact

Name: _____ Nida Fierro

Email: _____ lfierro@oxnardsd.org

Phone: _____ 805-385-1501 x2471

(If applicable) Will a PO be required before invoicing?

Y / N PO# _____

Mailing Address: _____ 1051 South A Street

_____ Oxnard, CA 93030

Confidential - This document is protected under the copyright laws of the United States and other countries as an unpublished work. This document contains information that is proprietary and confidential of eSpark, Inc. which shall not be disclosed outside the recipient's organization or duplicated, used or disclosed in whole or in part by the recipient for any purpose. Any other use or disclosure in whole or in part of this information without the express written permission of eSpark is prohibited. This agreement is governed by the terms & conditions on our website:

<http://esparklearning.com/terms-conditions>

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 9/21/16

- A. Preliminary _____
Study Session: _____
- B. Hearing: _____
- C. Consent Agenda _____
- Agreement Category:**
____ Academic
 Enrichment
____ Special Education
____ Support Services
____ Personnel
____ Legal
____ Facilities
- D. Action Items _____
- E. Report/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Approval of Agreement/MOU #16-120 – Ventura County Arts Council (Freeman/Ramirez)

Harrington Elementary School and the Ventura County Arts Council will work together to implement a program for music in First Grade during the 2016-2017 school year. Services under this agreement include: a) 13 weeks of lessons taught in First Grade classrooms, b) Lessons on alternate Wednesdays, 8:00am-12:30pm, c) Lessons for all First Graders: 60 minute sessions in each of four classrooms – Mrs. Oropeza, Mrs. Miller, Mrs. Fuentes, and Ms. Cash. All lessons will be delivered in class, with interactive lectures, with music and movement, rhythm instrument use, possible drum circles (using donated utility buckets), and other makeshift instruments. Sessions will focus on the basic musical attributes of dynamics, tempo, rhythm, pitch, melody, harmony, improvisations, etc., in a completely age-appropriate and fun way.

FISCAL IMPACT:

\$2,048.00 – Title 3

RECOMMENDATION:

It is the recommendation of the Principal, Harrington School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #16-120 with Ventura County Arts Council.

ADDITIONAL MATERIALS:

Attached: Agreement/MOU #16-120, Ventura County Arts Council (1 Page)
Certificate of Insurance (2 Pages)



Ventura County Arts Council
646 County Square Drive, Suite 154, Ventura, CA 93003-0436
(805) 658-2213 (805) 658-2281
vcarts@pacbell.net www.vcartscouncil.org

MEMORANDUM OF UNDERSTANDING BETWEEN
VENTURA COUNTY ARTS COUNCIL AND OXNARD SCHOOL DISTRICT
TO FACILITATE OXNARD MUSIC ADVOCACY GROUP (OMAG) CONSULTANCIES

This Memorandum of Understanding (MOU) is entered into by the VENTURA COUNTY ARTS COUNCIL (VCAC) and OXNARD SCHOOL DISTRICT (OSD) to facilitate the Oxnard Music Advocacy Group consultancies in Oxnard elementary and middle schools. The MOU sets forth the respective roles and responsibilities each bring to the program.

VCAC will:

- 1. Be the fiscal receiver of fees from the OSD for Oxnard Music Advocacy Group (OMAG) consultancies in the following school:
Harrington Elementary - not to exceed \$2,048

Disperse fees received by VCAC from OSD designated to pay the stipends to the OMAG Independent Music Consultants who submit a VCAC Invoice signed off by the OSD principal who requested the residency.

- 2. Name OSD additional insured (in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate) through June 30, 2017

OSD will:

- 1. Be solely responsible for making all arrangements with the OMAG Independent Music Consultants, including but not limited to, specified times and dates for the consultancies, provide a location for the consultancy, and approve the subject matter for the consultancy.
2. OSD Principals will be solely responsible for completing an invoice for each residency that is then submitted to VCAC to be paid from the fees received by VCAC from OSD
3. Keep on file current liability insurance certificates verifying insurance compliance from all participating OMAG Independent Music Consultants naming OSD as additional insured.
4. Name VCAC additional insured (in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate) through June 30, 2017

This MOU is for Oxnard Music Advocacy Group (OMAG) consultancies from September 21, 2016 to June 16, 2017, and may be extended by mutual agreement of both parties to the MOU.

We hereby agree to this MOU and certify that agreements made herein will be honored.

Representative of Oxnard School District Date
Margaret Travers, Executive Director, VCAC Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/9/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <i>McDaniel Insurance Services LLC</i> P.O. Box 1294 Ojai, CA 93024-1294 CA DOI #0K28791	CONTACT NAME: Patricia (Patt) McDaniel PHONE (A/C, No, Ext): 805-646-9948, 800-400-7288 FAX (A/C, No): 805-646-9976 E-MAIL ADDRESS: mcins@west.net PRODUCER CUSTOMER ID #:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Nonprofits' Insurance Alliance of California</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Nonprofits' Insurance Alliance of California		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: Nonprofits' Insurance Alliance of California														
INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
INSURED VENTURA COUNTY ARTS COUNCIL 646 County Square Drive #154 Ventura, CA 93003-0436														

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			2016-09180-NPO	3/6/2016	3/6/2017	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 20,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY			2016-09180-NPO	3/6/2016	3/6/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below						OTHER
	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	LIQUOR LIABILITY			2016-09180-NPO	3/6/2016	3/6/2017	AGGREGATE / COMMON CAUSE 1,000,000 / 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The certificate holder is additional insured as required under a written contract, lease or agreement regarding occasional meetings per CG 20 26 04 13, as their interest may appear.

CERTIFICATE HOLDER**CANCELLATION**

Oxnard School District 1051 South A Street Oxnard, CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
6	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s):</p> <p>Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.</p> <p style="text-align: center;">Oxnard School District 1051 South A Street Oxnard, CA 93030</p> <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>
--

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 9/21/16

- A. Preliminary Study Session: _____
- B. Hearing: _____
- C. Consent Agenda _____
- Agreement Category:
- _____ Academic
 - Enrichment
 - _____ Special Education
 - _____ Support Services
 - _____ Personnel
 - _____ Legal
 - _____ Facilities
- D. Action Items _____
- E. Report/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Approval of Agreement/MOU #16-121 – Parent Institute for Quality Education (PIQE) (Freeman/Bond)

PIQE will provide a parent training course in Spanish for the parents of the children enrolled at Haydock Academy of Arts & Sciences during the period of September 27, 2016 through December 13, 2016.

FISCAL IMPACT:

Not to Exceed \$15,000.00 – Title III - \$12,000.00
Title I - \$ 3,000.00

RECOMMENDATION:

It is the recommendation of the Principal, Haydock Academy of Arts & Sciences, and the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement/MOU #16-121 with Parent Institute for Quality Education.

ADDITIONAL MATERIAL:

Attached: Agreement/MOU #16-121, Parent Institute for Quality Education (3 Pages)
Certificate of Insurance (1 Page)



**SERVICES ACCEPTANCE
MEMORANDUM OF UNDERSTANDING**

To: Dr. Edd Bond, School Principal
From: Susana Gonzalez, Executive Director
Date: August 25, 2016

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties herein expressed, The Parent Institute for Quality Education (PIQE) and Haydock Intermediate School agree as follow:

RECITALS

- A. Scope of Services: PIQE will provide a parent training course for the parents of the children enrolled in the school above mentioned. PIQE will recruit parents by phone, provide a needs-assessment session, a series of weekly training sessions for parents culminating in a graduation ceremony with certificates given to parents who attend four sessions or more. The training is designed to develop skills and techniques which will enable parents to address the educational needs of their school-aged children.
- B. Matching Funds: Every school is matched with a private foundation funds or / CSU funds that helps pay for the program. After matching each school with a foundation the District pays the fee minus the portion paid by the foundation.
- C. Location: Haydock Intermediate School.
- D. Period of Performance: September 27, 2016 – December 13, 2016.
- E. Compensation: Total \$15,000.00 (PIQE Program and STEM).

1. *The school agrees to pay a flat fee of \$11,000.00 for the implementation of the PIQE program. The flat fee covers the cost of two instructors during a single time frame and material for a maximum of 100 parents. In addition, a fee of \$110.00 will be accrued for each parent graduate (those who attended four or more classes during the 9-week course) exceeding the 100 parent maximum. Initials _____*
- ~~2. *Schools interested in opening an additional class in a language other than Spanish will need to meet a 15 parent minimum and will agree to pay \$110.00 per parent graduate. \$1,650.00 Initials _____*~~
3. *STEM: Flat fee of \$4,000.00 for the implementation of the STEM program. The flat fee covers the cost of two instructors during a single time frame and material. STEM includes 2-days, 2hrs per day.*

School funding from: Title 3 and Title 1 Funds

In addition, schools where the PIQE program is provided will make available babysitting services as well as any refreshment to be provide to the parents.

I accept these services at Haydock Intermediate School under the terms and conditions noted.

School Representative Lisa A. Franz
Maria Elena Meraz
Maria Elena Meraz, Executive Director PIQE

Date
8/25/16
Date

Compensation: Total \$15,000.00 (PIQE Program and STEM).

1. The school agrees to pay a flat fee of \$11,000.00 for the implementation of the PIQE program. The flat fee covers the cost of two instructors during a single time frame and material for a maximum of 100 parents. In addition, a fee of \$110.00 will be accrued for each parent graduate (those who attended four or more classes during the 9-week course) exceeding the 100 parent maximum. Initials _____
- ~~2. Schools interested in opening an additional class in a language other than Spanish will need to meet a 15 parent minimum and will agree to pay \$110.00 per parent graduate. \$1650.00 Initials _____~~
3. **STEM:** Flat fee of \$4000.00 for the implementation of the STEM program. The flat fee covers the cost of two instructors during a single time frame and material. STEM includes 2-days, 2hrs per day.

Matching Funds: Every school is matched with a private foundation funds or / CSU funds that helps pay for the program. After matching each school with a foundation the District pays the fee minus the portion paid by the foundation.

This agreement shall begin **September 27, 2016** and remain in full force until **December 13, 2016**
Either party calling a meeting to redefine or extend the terms may renegotiate the terms of this agreement.

SIGNATURES

Oxnard School District

Name: Lisa A. Franz Title: Director, Purchasing
Signature: _____ Date: _____

Parent Institute for Quality Education

Name: Maria Elena Meraz Title: Executive Director
Signature: *[Handwritten Signature]* Date: 8/24/2016

Now Anything is Possible!

825 Colorado Blvd Suite 228 Los Angeles, CA 90041
Telephone: 323.255.2575 Fax: 323.255.5120
www.piqe.org



Partnership Agreement

This Partnership Agreement confirms agreement

Between: Haydock Intermediate School

And: Parent Institute for Quality Education (PIQE).

PIQE is a 501(c) tax-exempt nonprofit organization whose Tax ID number is: 33-0259359. PIQE is dedicated to achieving economic and social equality for all through education. The Parent Institute for Quality Education mission is to provide families with the knowledge and skills to partner with schools and communities to ensure their children achieve their full potential. The Parent Institute offers a nine-week course to parents of low-income, ethnically diverse backgrounds of Elementary, Middle and High School age children. The topics of study are as follows:

ELEMENTARY SCHOOL CURRICULUM

ESTABLISHING THE COLLABORATION BETWEEN HOME, SCHOOL AND COMMUNITY
FOSTERING SELF ESTEEM AND ACADEMIC ACHIEVEMENT
RELATING POSITIVE DISCIPLINE WITH ACADEMIC ACHIEVEMENT
REVIEWING ACADEMIC STANDARDS AND PREPARING FOR THE TEACHER CONFERENCE
ACQUIRING A BETTER UNDERSTANDING OF THE SCHOOL SYSTEM
BECOMING FAMILIAR WITH COLLEGE REQUIREMENTS

ELEMENTARY SCHOOL CURRICULUM 2ND PHASE

UNDERSTANDING THE ENVIRONMENT SURROUNDING OUR CHILDREN
SELF-ESTEEM AND ITS RELATION TO EMOTIONAL INTELLIGENCE
THE IMPORTANCE OF VALUES
THE IMPORTANCE OF DEVELOPING A POSITIVE IDENTITY
DEVELOPING THE LOVE OF LEARNING
ELEMENTARY SCHOOL: THE FOUNDATION FOR ACADEMIC SUCCESS

MIDDLE SCHOOL CURRICULUM

SUPPORTING THE ACADEMIC ACHIEVEMENT OF ADOLESCENTS THROUGH THEIR CHANGES
CONNECTING ACADEMIC SUCCESS AND POSITIVE SELF-ESTEEM
OVERCOMING OBSTACLES TO ACADEMIC SUCCESS
MOTIVATING TEENAGERS TO READ
REVIEWING KEY ACADEMIC CONCEPTS
PREPARING TO MEET UNIVERSITY ADMISSION REQUIREMENTS

MIDDLE SCHOOL CURRICULUM 2ND PHASE

PROVIDING FAMILY AND SOCIAL SUPPORT TO ADOLESCENTS
SUPPORTING YOUTH IN DECISION MAKING THROUGH POSITIVE COMMUNICATION
THE DEVELOPMENT OF EMOTIONAL INTELLIGENCE
STUDY HABITS AND INTELLIGENCE
MIDDLE SCHOOL: THE BRIDGE TO HIGH SCHOOL
PREPARING STUDENTS FOR HIGHER EDUCATION

HIGH SCHOOL CURRICULUM

UNDERSTANDING THE HIGH SCHOOL SYSTEM
IDENTIFYING THE CLASSES THAT FORM PART OF THE A-G REQUIREMENTS
RECOGNIZING THE IMPORTANCE OF THE GRADE POINT AVERAGE (GPA)
OTHER IMPORTANT REQUIREMENTS AND PROGRAMS
DISCUSSING HIGHER EDUCATION OPTIONS
IDENTIFYING THE DIFFERENT FINANCIAL AID OPTIONS

HIGH SCHOOL CURRICULUM 2ND PHASE

BENEFITS OF ATTENDING COLLEGE
EXPLORING CAREER OPTIONS
EMOTIONAL INTELLIGENCE AND STUDENT SUCCESS
MAPPING THE ROAD TO COLLEGE
FINDING THE RIGHT COLLEGE
DISCUSSING FINANCIAL AID OPTIONS

Now Anything is Possible!

825 Colorado Blvd Suite 228 Los Angeles, CA 90041

Telephone: 323.255.2575 Fax: 323.255.5120

www.piqe.org



CERTIFICATE OF LIABILITY INSURANCE

PAREN-1

OP ID: AU

DATE (MM/DD/YYYY)
06/07/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Partners of the West Ins Serv RWW Insurance Services, Inc. 9820 Willow Creek Road, #350 San Diego, CA 92131 Ronald W. Wilson		CONTACT NAME: Ronald W. Wilson PHONE (A/C, No, Ext): 858-578-5200 FAX (A/C, No): 858-578-5699 E-MAIL ADDRESS:	
INSURED Parent Institute for Quality Education 22 W 35th St National City, CA 91950		INSURER(S) AFFORDING COVERAGE INSURER A : Philadelphia Indemnity Ins Co INSURER B : Security National Insurance Co INSURER C : INSURER D : INSURER E : INSURER F :	
		NAIC # 19879	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		PHPK1485405	06/10/2016	06/10/2017	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMPI/OP AGG	\$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK1485405	06/10/2016	06/10/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB538478	06/10/2016	06/10/2017	EACH OCCURRENCE	\$ 2,000,000
						AGGREGATE	\$ 2,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	SWC1084093	09/01/2015	09/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Professional Liab		PHPK1485405	06/10/2016	06/10/2017	Limit:	1,000,000
A	Abuse		PHPK1485405	06/10/2016	06/10/2017	Limit:	25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of insurance

CERTIFICATE HOLDER

CANCELLATION

OXNARDS

Oxnard School District
 Attn: Contract Administration
 1051 South "A" Street
 Oxnard, CA 93030

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 9/21/16

- A. Preliminary _____
Study Session: _____
- B. Hearing: _____
- C. Consent Agenda _____ Agreement Category:
____ Academic
 Enrichment
____ Special Education
____ Support Services
____ Personnel
____ Legal
____ Facilities
- D. Action Items _____
- E. Report/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Approval of Agreement #16-123 – Generation Ready Inc. (Freeman)

The Oxnard School District staff has been partnering with Generation Ready Inc. to support them with embracing the principles of equal access and non-discriminatory practices by designing and implementing educational opportunities that are tailored to the unique needs of each student. Educators with the skills, knowledge, and attitudes to value the diversity among students will contribute to an educational system designed to serve all students well. Generation Ready consultants help leaders and teachers discover the impact cultural competence can have on closing achievement gaps. Cultural competence is a key factor in enabling educators to be effective with students from cultures other than their own. Trainings from Generation Ready Inc. are being conducted at school sites, the district office, and at parent meetings.

FISCAL IMPACT:

\$137,000.00 – Title II

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #16-123 with Generation Ready Inc.

ADDITIONAL MATERIALS:

Attached: Agreement #16-123, Generation Ready Inc. (14 Pages)



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made as of **September 22, 2016** (“Effective Date”) by and between Generation Ready Inc., a New York corporation located at 352 7th Avenue, Suite 12A, New York, NY 10001 (“Generation Ready”), and Oxnard School District, an institution located at 1051 South A Street, Oxnard, CA 93030 (“District”). Generation Ready and the District may be collectively referred to herein as the “Parties” or individually as a “Party.”

1. **Term.** The District shall retain Generation Ready as educational consultants, trainers, and service providers for the period beginning **September 2016** through **June 30, 2017** (the “Term”). The Term may be modified or extended only by mutual, written agreement of the Parties.
2. **Fee.** The fee for Services is **\$137,000.**
3. **Notice.** Any notice required or permitted to be given hereunder shall be in writing and shall be (i) delivered personally by hand, (ii) sent by registered or certified mail, or (iii) sent by a recognized qualified overnight delivery service (e.g., Federal Express). All such notices shall be sent postage prepaid to the addresses of each Party set forth below or to such other address or addresses as shall be designated in writing in the same manner:

If to Generation Ready:

Generation Ready Inc.
 Attn: President
 352 7th Avenue, Suite 12A, New York, NY 10001
 Fax: 601-362-4217
 Email: Accountsreceivable@generationready.com

If to the District:

Oxnard School District Attn: Robin Freeman
 1051 South A Street
 Oxnard, CA 93030

4. **Terms.** This Agreement and the Services are subject to the Generation Ready Inc. Standard Terms and Conditions (“Standard Terms”) which are incorporated here by reference. The Standard Terms are located at: <http://www.generationready.com/standard-terms-and-conditions/>. District and Generation Ready agree that any additional terms contained in a Purchase Order are disclaimed and do shall not become part of the Agreement between the Parties. The Standard Terms and all other terms and conditions of the Agreement shall supersede any conflicting, contrary, or additional terms and conditions contained in a Purchase Order.

Scope of Services

Cultural Proficiency Support for Oxnard School District

Generation Ready consultant(s) will provide **fifty-four (54) days** (as follows):

- Refresher Days throughout the year: 20 days
- Classified Workshops & District Office Support: 4 days
- School Culture Assessment & Culturally proficient schoolwide Communication: 20 days
- Cultural Proficiency Model School: 10 days

Our education consultant(s) will facilitate an introductory workshop to increase school leaders', teachers', and central office staff's cultural competence, with an emphasis on translating cultural knowledge into more effective instruction and an enriched curriculum.

Additional workshops will be hands-on and differentiated to meet the needs of participants with diverse roles. Sessions will address the four components of cultural competence: valuing diversity; being culturally self-aware; understanding the dynamics of cultural interactions; and institutionalizing cultural knowledge and adapting to diversity. Using student performance and teacher effectiveness data, consultants will demonstrate strategies for using students' culture to build a bridge to success in school, integrating classroom learning with out-of-school experiences and knowledge.

Learning Outcomes

- Participants will accept and respect different cultural backgrounds and customs, different ways of communicating, and different traditions and values;
- Participants will understand that their personal cultures shape their sense of who they are, where they fit into their family, community, school and society, and how they interact with students and families; and
- Participants will observe that there are many factors which can affect interactions across cultures.
- Participants will design educational services based on an understanding of and respect for students' cultures.

Pricing Breakdown

50 onsite days @ \$2,500/day = \$125,000

4 onsite days @ \$3,000/day = \$12,000

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the District and Generation Ready as of the date first set forth above.

Generation Ready, Inc.

Oxnard School District

BY: _____

BY: _____

Name: _____

Name: Lisa A. Franz

Title: _____

Title: Director, Purchasing

Date: _____

Date: _____

[Contact Us](#) [Navigation](#)

Generation Ready Inc. Standard Terms and Conditions for the License and Purchase of Products and Services

These Standard Terms and Conditions ("Standard Terms") are part of and incorporated by reference into an Agreement ("Agreement") for the license of GRI Software or Products or the purchase of Services.

Such an Agreement will consist of (a) these Standard Terms, (b) signed Price Quote ("Quote") or Order Form ("Form") or Proposal ("Proposal"), and (c) any documents or instruments attached to or incorporated by reference into the Agreement.

I. DEFINITIONS.

"**Client Data**" means all data and documents owned or licensed by Client (whether in electronic format or otherwise) that Client or its authorized users (a) have directly entered or stored in Client's account on a GRI System which may include data and records regarding Client's authorized Users, students, faculty, or administrators; (b) Client's data set(s) provided to GRI to be loaded by GRI into Client's account; (c) data selected by Client from the GRI Databank to be loaded by GRI into Client's account; and (d) Client-provided third party materials including but not limited to rubrics, checklists, observation or evaluation forms, or similar tools to be loaded into Client's account.

"**Client Technology**" means Client's network, servers, computers and other equipment, browser, software, Client Data, or data used in Client's operations.

"**Confidential Information**" means any and all non-public educational, technical, financial or business information whether disclosed orally, visually, or in written, electronic or other form or media, that is clearly marked "confidential" or "proprietary", or that ought to be treated as confidential under the circumstances surrounding the disclosure (including this Agreement and Client Data) that is possessed or obtained by the Disclosing Party and furnished to the Receiving Party, either directly or indirectly, or becomes known to the Receiving Party as a consequence of its relationship or access to the Disclosing Party.

"**Deliverables**" means Products, GRI Software or Professional Development Services described in a Proposal or other document.

“**Documentation**” means any text materials including user or technical manuals, training manuals and specifications pertaining to the GRI Software, Products or Professional Development Services and provided by GRI to Client in any form.

“**GRI Content**” means any materials including but not limited to instructional and assessment materials, courses, lessons, graphics, documents, designs, information, text, audio, images and other similar materials that are incorporated into Products, GRI Software and Documentation, and may include materials that are created, owned or licensed by GRI as of the Effective Date.

“**GRI Databank**” means a collection of information, data and content from various sources such as government agencies, educational institutions, experts, consultants and the public domain, and includes GRI data and content both licensed and owned, which GRI makes accessible to its clients as a convenient resource. GRI does not claim to hold any rights or permissions for data housed in the GRI Databank. Client is responsible for obtaining any and all necessary rights and permission for use of GRI Databank content.

“**GRI Intellectual Property**” or “**GRI IP**” means proprietary information of GRI including GRI Content, GRI Software, Documentation, Software Maintenance, copyrights, patents, trade secrets, or other intellectual property made available to Client under this Agreement.

“**GRI Recommended Browser**” means the browser requirements set forth in the Agreement.

“**GRI Software**” means the hosted application and any software that is included, provided with, or embedded in any Product marketed and offered for license by GRI and may include Third Party Software and open source software.

“**License Period**” means the effective period of time during which Client is granted a non-exclusive license to access the hosted solution and/or access and use the Products subject to the terms and conditions of this Agreement.

“**Order Form**” means the order form from GRI which when executed forms the basis of the Agreement between Client and GRI.

“**Product**” means content that is created, owned, licensed or controlled and marketed and offered for license or sale by GRI which includes GRI IP, GRI Content, Documentation, Third Party Software, GRI Software and GRI Marks.

“**Professional Development Services**” means any services related to education professionals and administrators, including training and consulting services.

“**Proposal**” means the document issued by GRI which states the scope of Professional Development Services, the GRI Software and the Products which might include the prices, timeline, and Deliverables to be provided by GRI to Client under this Agreement.

“**Quote**” means the Price Quote from GRI which when executed forms the basis of the Agreement between Client and GRI.

“**Purchase Order**” means an order or other official document issued by Client which authorizes payment. No other terms contained in any Client Purchase Order are considered part of this Agreement.

“**Software Maintenance**” means maintenance and support activities related to any GRI Software.

“**Scope of Services**” shall minimally include estimated time to be worked, activities, and estimated start and end date for the work to be performed.

“**Third Party Software**” means software licensed to GRI by a Third Party under a separate agreement, or any open source software used by GRI in its Products and offerings.

“**Users**” means those individuals employed by, associated with, or affiliated with Client who, during the term of the Agreement, are authorized by Client to access and use the GRI Software and Products and may include Client’s faculty, administrators, and staff.

“**Work Product**” means all tangible and intangible information, data, work, documents, reports, materials, deliverables, technology, know-how, customizations and things conceived, created, produced, developed or delivered under or in connection with this Agreement.

II. AGREEMENT.

1. **Purpose and Effective Date.** An Agreement by and between Generation Ready Inc. (“GRI”) and the Client (“Client”) for the license of GRI products or the purchase of GRI services will consist of (a) these Standard Terms, (b) a signed Price Quote (“Quote”) or a signed Order Form (“Form”) or a signed GRI Proposal (“Proposal”), and (c) any other documents or instruments (“Other Documents”) attached to or incorporated by reference by the parties. GRI and Client are referred to individually as a “Party” and collectively as the “Parties. An Agreement is deemed effective as of the date of last signature on the Quote, Form, or Proposal (“Effective Date”). In the event of any conflict or ambiguity among the aforementioned documents, and except as otherwise provided in this Agreement, such conflict or ambiguity shall be resolved in accordance with the following order of precedence: (1) the Quote, Form, or Proposal; (2) these Standard Terms; and (3) the Other Documents.

III. PRODUCTS AND SERVICES.

1. **Availability.** During the License Period, GRI will house GRI Software and Products on data center servers, and will use commercially reasonable efforts to make the GRI Software and Products available (subject to routine or required maintenance periods) to Client and its Users twenty-four (24) hours per day, seven (7) days per week.
2. **Access.** GRI will provide Client with certain User IDs and passwords (“Passwords”) for use by Client and its Users to access and use the Products. Access for Client and its Users will be via the worldwide web using a browser and internet connection compliant with GRI recommendations. Access by the Client and its Users is subject to the terms of this Agreement. All GRI Software and Products will be deemed accepted by Client upon the availability to Client of access to the GRI Software, and Client waives any right to revoke acceptance thereafter.
3. **Open Source Software.** GRI may use open source software in connection with GRI Software and Products licensed under this Agreement. GRI use of open source software is “AS IS” and GRI makes no representations or warranties, either express or implied, with respect to open source software provided to Customer under this Agreement. GRI will not be liable for any damages arising out of the use or distribution of open source software.
4. **Customization.** All right, title and interest in and to a Customization either in its documentation or in the content or software provided is owned by GRI. GRI grants Client a limited license to use any Customization as described in a Proposal or other documents that are incorporated by reference into the Agreement.
5. **Software and Product Training.** Any training delayed due to Client may be forfeited involving any Product or Software.

IV. SOFTWARE MAINTENANCE SERVICES.

1. **Updates.** From time to time, GRI may develop or license updates, upgrades, bug fixes, or modifications to the GRI Software ("Updates"). Software Maintenance Services may be included in a Quote, Form or Proposal, or Other Documents incorporated by reference into the Agreement. GRI reserves the right to alter the features, specifications, capabilities, functions, licensing terms, availability, or other characteristics of any GRI Software or Documentation from time to time. Client will be notified in advance of any Updates or significant software or platform changes beyond standard Software Maintenance. On the general release date of an Update, GRI will provide Client with such Update and any related Documentation at no additional charge to Client. GRI has no other obligation to provide Client with Updates or related Documentation. Access to and use of any GRI-provided Updates or Documentation will be governed by this Agreement.
2. **Limitation.** GRI shall have no obligation to provide any maintenance or support services of any kind with respect to any hardware or software product other than the GRI Software stated in Agreement.

V. PROFESSIONAL DEVELOPMENT SERVICES.

1. **Scope of Services.** GRI shall provide Client with Professional Services in accordance with an attached document ("Scope of Services").
2. **Performance.** In the event Client believes that any Professional Services have been performed in a deficient manner, Client will provide GRI with written notice specifically describing such deficiency within ten (10) business days of such performance, and after receipt of such notice, GRI shall have a reasonable amount of time to investigate and remedy any actual deficiency.
3. **Additional Services.** Any request for additional professional services must be made in writing and signed by both Parties prior to the implementation of any additional services. GRI will review any such request for change, and GRI may in its sole discretion accept the change and reschedule the services. All notifications of any additional services can be done via email.
4. **Reduction of Service.** Any reduction in Services requested by Client requires a fourteen (14) day written day notice. If the Service has already been performed or expenses have already been incurred by GRI, Client must pay for the rendered Services and/or expenses.
5. **Unused Training or Consulting Services.** Should any scheduled training or consulting Services be delayed by Client due to lack of funding and Client is unable to rolled the cost into subsequent school year, Client's obligation for such Services will terminate and any prepaid fees will be returned to Client. If Services are cancelled due to lack of funding, Client will not be allowed to purchase same or similar services from another source for the remaining term of this Agreement. Any training or consulting service days that are cancelled for convenience by Client prior to the expiration or termination of this Agreement will be forfeited and no refund will be made for any fees paid.

VI. CLIENT OBLIGATIONS.

- A. **System Access.** Client must use a web browser and have internet connectivity that conforms to GRI minimum requirements as stated in the GRI Agreement.
- B. **User Activity.** Client is responsible for all activities of its Users and for their compliance with the terms of this Agreement. Client will (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Client Data; (ii) use reasonable efforts to prevent unauthorized access

to or use of the Products or the Documentation, including among other things use of User identification numbers and passwords, IP address verification, or other secure methods of User verification, and notify GRI promptly of any unauthorized access or use of the software; and (iii) in connection with this Agreement, comply and ensure compliance by all Users, with all applicable local, state, and federal laws, rules and regulations, including the Family Educational Rights And Privacy Act ("FERPA").

VII. INTELLECTUAL PROPERTY.

A. License. During the Term, GRI hereby grants to Client a limited, non-exclusive, non-transferable license in the United States (without right to sublicense) to access and use Products for which Client has paid the applicable Fees, solely for the purpose of internal education, training services and related activities (and in no event for the provision of services or assistance to any other parties, including any other educational institutions), that are specified in the GRI Quote, Form, or Proposal.

B. Documentation. Solely with respect to Documentation, Client may make an unlimited number of copies (either in hardcopy or electronic form) of Documentation provided that such copies are used only for Client's internal educational and training purposes and are not republished or distributed beyond Client's premises or to any third parties.

C. Ownership; Limitations on Use and Disclosure. Except for the rights expressly granted to Client under this Agreement, GRI and its licensors will retain all worldwide right, title and interest in and to the GRI Software and Products, including all technology and intellectual property and proprietary rights. Client will not sell, license, sub-license, rent, modify, distribute, copy, reproduce, frame, mirror, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any of the GRI Software and Products. Client will not act or permit any action that would impair any of GRI's or its licensors' rights in the GRI Software and Products. Client agrees not to: (a) disassemble, reverse compile, reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the GRI Software and Products (or any portion thereof); (b) distribute, lend, rent, sell, transfer or grant sublicenses to, or otherwise make available the Software or Products (or any portion thereof) to third parties, including, but not limited to, making such GRI Software or Products available (i) through resellers, OEMs, other distributors, or (ii) as an application service provider, service bureau, or rental source; (c) embed or incorporate in any manner the GRI Software or Products (or any element thereof) into other applications of Client or third parties; (d) use or transmit the GRI Software or Products in violation of any applicable law, rule or regulation, including any export/import laws; (e) in any way access, use, or copy any portion of the GRI Software or Products (including the logic and architecture thereof and any trade secrets included therein) to directly or indirectly develop, promote, distribute, sell or support any product or service that is competitive with the GRI Software or Products; (f) remove, obscure or alter any copyright notices or any name, logo, tagline or other designation of GRI or its licensors displayed on any portion of the GRI Software or Products, (g) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights, (h) intentionally send or store any viruses, worms, time bomb Trojan horses, or other harmful or malicious code, files, scripts, agents, or programs, or (i) attempt to gain unauthorized access to the GRI Software, Products, or its related systems or networks. Client shall not permit any third party to perform any of the foregoing actions and shall be responsible for all damages and liabilities incurred by GRI as a result of such actions.

1. **Work Product, GRI Marks.** Except as provided herein, to the extent any Work Product contains copyrightable material that can be considered "work made for hire" as the term is defined under 17USC§101, such material will be deemed "work made for hire" and GRI will be the author and owner of said work. If such Work Product is not deemed "work made for hire," Client hereby assigns all copyrights in such Work Product to GRI. Client will not use GRI's Marks ("Marks") without prior written authorization from GRI. The Marks are, and will remain, GRI's sole and exclusive property, and Client has not acquired, and will not acquire (by operation of law, this Agreement, or otherwise), any right, title, or interest in any of GRI's Marks other than as explicitly provided in writing by GRI.

E. Client Data.

1. Client may direct and instruct GRI to load data into GRI Software by providing data set(s) to GRI and/or alternatively, Client may direct and instruct GRI to load data held in the GRI Databank by requesting such data from the GRI order form. Client will clearly identify all Client Data to be loaded into the GRI Software, including any third party materials, in the applicable order form.
2. Client is responsible for and will obtain any and all necessary rights and permission for use of Client Data including any data or content selected from the GRI Databank. GRI is in no way responsible for obtaining or verifying that Client has appropriate rights or permissions for the use of Client Data which may include data selected from the GRI Databank. For clarification, GRI does not claim to hold any rights or permissions for any data housed in the GRI Databank. Client will indemnify and hold harmless GRI for any and all claims, damages etc. that arise from Client's breach of this clause.
3. Client hereby grants GRI a nonexclusive, royalty-free, fully paid-up, worldwide license to access, use, and distribute Client Data solely for the purpose of performing GRI's obligations under this Agreement. Except for the foregoing, GRI shall have no right, title, or interest in any Client data.
4. To enable GRI to effectively execute its obligations under this Agreement, Client may be requested from time to time, to provide data related to a baseline analysis in order to facilitate the Work specificity to determine analysis for scoping and planning tasks. GRI may request all available student-level and instructional leader-level assessment information, related files, student-level test data, achievement and growth reports, annual progress reports, subgroup progress reports and similar information for this purpose. GRI shall use and disclose this information only to fulfill its obligations under this Agreement and in accordance with applicable laws including but not limited to FERPA. Client warrants that it has the right to provide, and to permit GRI to so use, all materials that it furnishes to GRI.

F. Additional Provisions.

Client acknowledges and understands that Products may include Third Party Software or other third party intellectual property. Such Third Party Software or intellectual property is provided to Client subject to the same terms and conditions of the applicable GRI license agreement. Nothing contained herein shall be construed to grant to Client any rights or license to use any Third Party Software or intellectual property not expressly permitted by GRI's license for those materials. GRI and Client agree to maintain any Personally Identifiable Information confidential under all applicable state and federal laws.

VIII. FEES AND PAYMENT.

- A. **Fees.** All Fees are non-cancellable and non-refundable for Products delivered, Services rendered, and expenses incurred. Client shall have no right to the refund of any Fees paid or payable for

any Products or Services based on Client's lack of use or implementation of the Products or Services, including any Unused Training Services, for whatever reason.

B. Invoicing and Payment. All Fees for Services will be invoiced from the completion of the work and all Fees for Software or Products will be invoiced upon access to the Software or Products. Client agrees to pay the net amount of each invoice, without offset or deduction, within thirty (30) days after the invoice date. If any amount is not paid upon the due date, then GRI shall be entitled to receive the amount due plus interest thereon at the rate of 8% annually (or such lower rate as shall be the highest permissible contract rate under applicable law) on all amounts that are not paid on or before the due date.

C. Taxes. Except to the extent that Client provides GRI with a valid tax exemption certificate authorized by the appropriate taxing authority, GRI will invoice Client for, and Client agrees to promptly pay any taxes, impositions, or other charges imposed or levied by any governmental authority, including any sales, use, value-added, or withholding taxes, in connection with this Agreement.

D. Audits. GRI may audit Client's and its Users' use of the Products for compliance with the terms and conditions of this Agreement within three (3) years after end of the License Period, but no more than once annually. Client shall cooperate with and comply with any reasonable request of GRI in connection with the audit, and shall provide GRI with access, on Client's premises during regular business hours and on reasonable notice, to any and all documents and information necessary or appropriate for GRI to complete the audit. In the event that the audit reveals a deficiency in Client's User reporting or any failure to fully comply with the terms and conditions of this Agreement, then, in addition to all of GRI's other rights and remedies, Client shall promptly reimburse GRI for all reasonable fees, costs, and expenses (including attorneys' fees) incurred by GRI in connection with such audit.

E. Termination of License. Any license(s) granted under this Agreement will be automatically terminated and revoked upon the termination of this Agreement. GRI reserves the right to revoke any license granted under this Agreement upon the occurrence of a material breach of this Agreement by Client or its Users which is not fully cured within ten (10) days after the date of first occurrence. Upon the revocation or termination of a license, Client and all Users must immediately discontinue their access to and use of the applicable Products, and Client and Users must destroy all copies of such Products that they have obtained or made.

IX. CONFIDENTIALITY.

A. Confidentiality and Nonuse Obligations. The receiving Party agrees (a) not to use Confidential Information, except in connection with the purpose of the Agreement; (b) to maintain the confidentiality of Confidential Information using the same standard of care that Recipient applies to protect its own confidential information (but which in any event shall be not less than a reasonable standard of care); (c) not to disclose any Confidential Information to any third party, except to Recipient's and its affiliates' respective employees, representatives, consultants, or agents who are bound by obligations to maintain the confidentiality of the Confidential Information and who are involved in evaluation of the Confidential Information for the purpose; and (d) to be responsible for enforcing obligations of confidentiality with respect to such employees, representatives, consultants, or agents.

B. Protection of Confidential Information. If the receiving Party becomes aware of any unauthorized use or disclosure of the disclosing Party's Confidential Information, the receiving Party will promptly and fully notify the disclosing Party of all facts known to it concerning such unauthorized use or

disclosure. The restrictions upon disclosure and use of the Confidential Information will cease to apply to any specific portion of Confidential Information which the receiving Party can demonstrate:

1. is or hereafter becomes generally available to the trade or public other than by reason of any breach hereof;
2. was already lawfully known to the receiving Party, prior to the date of disclosure;
3. is disclosed to the receiving Party by a third party who is not otherwise under an obligation of confidentiality; or
4. is developed by or on behalf of the receiving Party independently, without reliance on or access to the Confidential Information received hereunder.

X. INDEMNIFICATION.

A. By GRI. GRI will defend, indemnify, and hold harmless Client and its Representatives against any and all losses, liabilities, claims, costs, damages, and expenses, including without limitation, reasonable attorney's fees and court costs incurred or which may be incurred by Client directly or indirectly arising out of or resulting from: (a) any act or omission made by GRI or its representatives related to Services performed for Client hereunder which is negligent or which constitutes a breach of any of the terms of this Agreement; (b) any untrue or inaccurate representation made by GRI in this Agreement; or (c) the infringement or alleged infringement of any trade secrets, copyrights, trademarks, trade names, or other proprietary or contractual rights of any third party arising from the Services, Software or reports, data, analyses, processes, or other deliverables produced or delivered by GRI to Client in connection with the Services. If GRI IP becomes or in GRI's opinion is likely to become the subject of an infringement claim, GRI may, in its sole option and expense, to (i) procure for Client the right to continue using such GRI IP as provided hereunder; (ii) modify such GRI IP to that it is no longer infringing; (iii) replace such GRI IP with a product of equal or superior functionality or (iv) require the return or cessation of use of the GRI IP and refund Client the portion of the attributable fees paid. THE RIGHTS GRANTED TO CLIENT UNDER THIS SECTION SHALL BE CLIENT'S SOLE AND EXCLUSIVE REMEDY AND GRI'S SOLE LIABILITY FOR ANY ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER INTELLECTUAL PROPERTY RIGHT.

B. By Client. To the extent allowed by law, Client agrees to indemnify, defend, and hold harmless GRI and its shareholders, directors, officers, employees, agents, contractors, affiliates, and subsidiaries from and against any and all Claims, and any losses, damages, settlements, taxes, contributions, penalties, fines, costs, or expenses (including reasonable attorneys' fees), arising from: (i) any act or omission on the part of Client, any party acting on Client's behalf, and any User; (ii) any injuries or death to any GRI personnel, or any damage to GRI property suffered in the performance of the Services, except as may result from the gross negligence or willful misconduct of GRI; (iii) the occurrence or nonoccurrence of any event alleged to be proximately caused by any Client Data or Client Technology; (iv) any allegation that any Client Technology or Client Data infringes any third party patent, trademark, copyright, or other right; and (v) the use of any Product or Service by Client or any User. Client further agrees GRI shall have no liability for, and Client agrees to indemnify and hold harmless GRI, its suppliers, directors, officers, agents and employees from and against, any and all Claims, damages, judgments, assessments, losses, liabilities and expenses (including reasonable attorneys' fees) arising out of, or in connection with, any communications generated by Client or its Users and any content created by Client or its Users using the GRI Software other than as expressly permitted by this Agreement.

XI. WARRANTIES AND DISCLAIMERS.

A. GRI Software and Service Warranties. GRI warrants that GRI Software will operate substantially in accordance with the applicable software Documentation during the License Period provided that the GRI Software is used in accordance with GRI's recommended browser configurations, and that Software Maintenance Services and Professional Services will be performed in a professional, workmanlike manner during the Term. This warranty is voided to the extent any modification or use of GRI Software, Software Maintenance Services or Professional Services is not authorized by GRI. Client must notify GRI of any breach of this warranty promptly in writing. Upon GRI's receipt of such notice, GRI may, at its election and expense, decide to (i) as soon as commercially practical, consistent with industry practice, modify the affected GRI Software to conform in all material respects with the applicable Documentation; (ii) re-perform Software Maintenance Services and Professional Services at no charge or provide a replacement for the affected GRI Software which conforms in all material respects with the applicable Documentation; or (iii) terminate access to and use of the affected GRI Software, Software Maintenance Services and Professional Services and refund to Client a pro-rated portion of the Fees paid that is attributable to the either GRI Software or Services. THE REMEDIES SET FORTH IN THIS SECTION SHALL BE CLIENT'S SOLE REMEDY AND GRI'S SOLE LIABILITY WITH RESPECT TO A BREACH OF THE WARRANTY SET FORTH IN THIS SECTION.

B. GRI Content and Third Party Software Warranties. ALL GRI CONTENT AND THIRD PARTY SOFTWARE IS PROVIDED BY GRI "AS IS" AND "AS AVAILABLE." GRI MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO BROWSER CONFIGURATION OR THIRD PARTY SOFTWARE.

Client expressly waives any claim that it may have against GRI based upon any alleged or actual product liability or infringement of any patent, copyright, trade secret, or other intellectual property right with respect to any GRI Content or Third Party Software, as well as any right to indemnification from GRI resulting from any such claim made by a third party. GRI hereby transfers to Client, to the extent transferable, whatever freely transferrable warranties and indemnities GRI receives from the producer of the Third Party Software.

C. Disclaimers. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES AND REPRESENTATIONS CONTAINED IN THIS AGREEMENT, ALL PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. ALL OTHER REPRESENTATIONS AND WARRANTIES CONCERNING ANY PRODUCT OR SERVICE, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, ARE HEREBY EXPRESSLY DISCLAIMED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, OR NON-INTERFERENCE, OR ANY WARRANTY ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE FAIL OF THEIR ESSENTIAL PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GRI MAKES NO WARRANTY OR REPRESENTATION AS TO THE RESULTS; ACCURACY, RELIABILITY OR END-USER CONNECTIVITY; SPEED OF THE GRI SOFTWARE; THAT THE OPERATION OR CONNECTIVITY OF THE GRI SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE; OR THAT THE GRI SOFTWARE WILL BE FREE OF ALL POSSIBLE METHODS OF ACCESS, ATTACK, OR INTRUSION.

XII. LIMITATIONS OF LIABILITY.

A. No Consequential Damages and Limitation of Damages. NEITHER PARTY SHALL BE ENTITLED TO, AND NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, INCLUDING COVER, BUSINESS INTERRUPTION, LOSS OF PROFIT, REVENUE, DATA, OR GOODWILL, OR CLIENT TECHNOLOGY DAMAGE, FAILURE, OR MALFUNCTION, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF HOW SUCH DAMAGES WERE CAUSED, AND REGARDLESS OF WHETHER THE REMEDY SET FORTH HEREIN (A) FAILS OF ITS ESSENTIAL PURPOSE, OR (B) SOUNDS IN CONTRACT, TORT, STATUTORY LAW OR OTHERWISE. IN NO EVENT SHALL EITHER PARTIES AGGREGATE RECOVERY FOR ANY AND ALL CLAIMS EXCEED THE GREATER OF (i) FEES ACTUALLY PAID BY CLIENT FOR THE PRODUCT(S) OR SERVICE(S) GIVING RISE TO THE CLAIM(S); OR (ii) THE TOTAL SUM OF FIFTY THOUSAND DOLLARS (\$50,000). THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

C. Indemnification for Claims Regarding Certain Content. GRI is not responsible for any Client or its Users communications (including content) or data, even if such content is obscene, illegal, or otherwise offensive. Client agrees GRI shall have no liability for, and agrees to indemnify and hold harmless GRI, its suppliers, directors, officers, agents and employees from and against, any and all Claims, damages, judgments, assessments, losses, liabilities and expenses arising out of, or in connection with, any communications generated and any content created by Client or its Users using GRI Software and Products.

D. Applicability. THE LIMITATIONS OF LIABILITY CONTAINED IN THIS AGREEMENT APPLY TO ALL CAUSES OF ACTION OR CLAIMS IN THE AGGREGATE UNDER ANY LEGAL OR EQUITABLE THEORY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE. Client agrees that the limitations of liability and disclaimers set forth in this Agreement will apply regardless of whether Client has accepted the Software or any other Product or Service delivered by GRI.

XIII. TERMINATION OF AGREEMENT.

- 1. Nonpayment.** If Client fails to pay any invoice when due and does not make such payment within ten (10) business days after receipt of notice from GRI of such failure, GRI may, in its sole and absolute discretion, either (a) suspend access to any GRI Software or Product or the delivery or performance of any Service under Quote, Form or Proposal until such payment is made, or (b) terminate this Agreement.
- 2. Material Breach.** Either Party may terminate this Agreement at the discretion of the non-breaching Party, upon the material breach of the other Party which material breach has remained uncured for a period of ten (10) days after the date of notice to the breaching Party. In the event that Client terminates this Agreement for a material breach by GRI, GRI shall return a pro-rated portion of the Fees received by GRI from Client pursuant to this Agreement for the Products and/or Services that are the subject of the breach.
- 3. Insolvency.** Either Party may immediately terminate this Agreement at their discretion, with notice, upon (i) the Party by or against the other Party due to insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of the other Party's debts; (ii) the other Party making an assignment for the benefit of creditors; (iii) the other party becoming insolvent; or (iv) the other Party's dissolution or ceasing to do business (or its adoption of a resolution for either).
- 4. Effects.** Termination or expiration of this Agreement shall not relieve Client of any obligation to pay any Fees due and payable to GRI prior to the effective date of the termination or expiration. The exercise of the right to

terminate this Agreement shall be in addition to any other right and remedy provided in this Agreement or existing at law or in equity that is not otherwise excluded or limited under this Agreement.

XIV. MISCELLANEOUS.

1. **Injunctive Relief.** Client agrees that GRI will be entitled to enforce this Agreement by injunction or other legal or equitable relief in any court of its choice without the necessity of posting bond or security, in addition to its right to seek monetary damages or any other remedy.

B. Recitals and Exhibits. All recitals herein, and all schedules, and exhibits, attached hereto and referred to herein, are integral and material parts of this Agreement, and are hereby incorporated into this Agreement as if set forth at length herein.

C. Force Majeure. Neither Party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than obligations relating to payment, confidentiality, and protection of ownership and intellectual property rights) resulting from acts or events beyond the reasonable control of such party (a "Force Majeure Event"), including acts of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor dispute, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions, provided that the delayed Party: (i) gives the other Party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such delay or nonperformance. In the event that a Force Majeure Event lasts for more than 90 days, and the delayed Party cannot correct its delay or nonperformance during that period of time, the other Party may terminate the affected portions of this Agreement.

D. Relationship of the Parties. GRI is an independent contractor with respect to Client. Neither Party is or shall be considered to be an employee, agent, distributor, partner, joint venturer, or representative of the other Party, and neither Party shall have the authority to act on behalf of or in the name of the other Party, or to bind the other Party in any manner whatsoever.

E. Governing Law. Any action related to this Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to conflicts of laws principles that would result in the application of the laws of another jurisdiction.

F. Severability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be subject to modification by the court and shall be interpreted so as best to accomplish the objectives of the original portion to the fullest extent permitted by law, and all other provisions shall remain in full force and effect.

G. Assignment. Without the written consent of the other Party, neither this Agreement, nor any rights hereunder, may be assigned, and any such assignment shall be null and void, except that GRI may assign all of its rights and obligations under this Agreement to any person or entity that controls GRI, is controlled by GRI or is under common control with GRI or any successor in interest that acquires all or substantially all of the assets of GRI.

H. Third Parties. Except with respect to Third Party Software, there are no third party beneficiaries to this Agreement.

- I. **Waivers.** Any waiver of any rights under this Agreement must be in writing and signed by the waiving Party, and any such waiver shall not operate as a waiver of any further right hereunder.
- J. **Entire Agreement; Construction.** This Agreement is the entire agreement between the Parties with respect to its subject matter, and supersedes any and all prior or contemporaneous, conflicting or additional communications, negotiations or agreements. As used in this Agreement, the term "including" shall mean "including, without limitation," the term "includes" shall mean "includes, without limitation," and terms appearing in the singular shall include the plural and terms appearing in the plural shall include the singular.
- K. **Amendments.** This Agreement may be amended only in writing and signed by both Parties; and any purported oral amendment to this Agreement shall be void and have no effect.
- L. **Promotion.** Client agrees that GRI may use Client's name, logo, and trademarks, and may disclose that Client is a Client of GRI, in GRI's advertising, promotion and similar public disclosures; provided however, that without Client's prior consent, such advertising, promotion or similar public disclosures shall not indicate that Client in any way endorses any GRI Products or Services.
- M. **Notices.** All notices under this Agreement will be in writing and will be deemed given upon: (i) receipt thereof if delivered by facsimile, electronic mail, hand delivery, or overnight delivery service; or (ii) three days after deposit in the U.S. mail, postage prepaid, return receipt requested, if mailed. Notices to GRI will be addressed to the attention of the General Counsel. Notices to Client will be addressed to the individual who executes the Agreement on behalf of Client.
- N. **Headings.** The headings contained are for purposes of convenience only and shall not affect the meaning or interpretation of this Agreement.
- O. **Survival.** All provisions of *Sections VIII thru and including XIV.*



Generation Ready, 352 7th Avenue, Suite 12A, New York, NY 10001, (866) 792-5879

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Generation Ready Inc. Standard Terms and Conditions for the License and Purchase of Products and Services

These Standard Terms and Conditions ("Standard Terms") are part of and incorporated by reference into an Agreement ("Agreement") for the license of GRI Software or Products or the purchase of Services.

Such an Agreement will consist of (a) these Standard Terms, (b) signed Price Quote ("Quote") or Order Form ("Form") or Proposal ("Proposal"), and (c) any documents or instruments attached to or incorporated by reference into the Agreement.

I. DEFINITIONS.

"**Client Data**" means all data and documents owned or licensed by Client (whether in electronic format or otherwise) that Client or its authorized users (a) have directly entered or stored in Client's account on a GRI System which may include data and records regarding Client's authorized Users, students, faculty, or administrators; (b) Client's data set(s) provided to GRI to be loaded by GRI into Client's account; (c) data selected by Client from the GRI Databank to be loaded by GRI into Client's account; and (d) Client-provided third party materials including but not limited to rubrics, checklists, observation or evaluation forms, or similar tools to be loaded into Client's account.

"**Client Technology**" means Client's network, servers, computers and other equipment, browser, software, Client Data, or data used in Client's operations.

"**Confidential Information**" means any and all non-public educational, technical, financial or business information whether disclosed orally, visually, or in written, electronic or other form or media, that is clearly marked "confidential" or "proprietary", or that ought to be treated as confidential under the circumstances surrounding the disclosure (including this Agreement and Client Data) that is possessed or obtained by the Disclosing Party and furnished to the Receiving Party, either directly or indirectly, or becomes known to the Receiving Party as a consequence of its relationship or access to the Disclosing Party.

"**Deliverables**" means Products, GRI Software or Professional Development Services described in a Proposal or other document.

“Documentation” means any text materials including user or technical manuals, training manuals and specifications pertaining to the GRI Software, Products or Professional Development Services and provided by GRI to Client in any form.

“GRI Content” means any materials including but not limited to instructional and assessment materials, courses, lessons, graphics, documents, designs, information, text, audio, images and other similar materials that are incorporated into Products, GRI Software and Documentation, and may include materials that are created, owned or licensed by GRI as of the Effective Date.

“GRI Databank” means a collection of information, data and content from various sources such as government agencies, educational institutions, experts, consultants and the public domain, and includes GRI data and content both licensed and owned, which GRI makes accessible to its clients as a convenient resource. GRI does not claim to hold any rights or permissions for data housed in the GRI Databank. Client is responsible for obtaining any and all necessary rights and permission for use of GRI Databank content.

“GRI Intellectual Property” or “GRI IP” means proprietary information of GRI including GRI Content, GRI Software, Documentation, Software Maintenance, copyrights, patents, trade secrets, or other intellectual property made available to Client under this Agreement.

“GRI Recommended Browser” means the browser requirements set forth in the Agreement.

“GRI Software” means the hosted application and any software that is included, provided with, or embedded in any Product marketed and offered for license by GRI and may include Third Party Software and open source software.

“License Period” means the effective period of time during which Client is granted a non-exclusive license to access the hosted solution and/or access and use the Products subject to the terms and conditions of this Agreement.

“Order Form” means the order form from GRI which when executed forms the basis of the Agreement between Client and GRI.

“Product” means content that is created, owned, licensed or controlled and marketed and offered for license or sale by GRI which includes GRI IP, GRI Content, Documentation, Third Party Software, GRI Software and GRI Marks.

“Professional Development Services” means any services related to education professionals and administrators, including training and consulting services.

“Proposal” means the document issued by GRI which states the scope of Professional Development Services, the GRI Software and the Products which might include the prices, timeline, and Deliverables to be provided by GRI to Client under this Agreement.

“Quote” means the Price Quote from GRI which when executed forms the basis of the Agreement between Client and GRI.

“Purchase Order” means an order or other official document issued by Client which authorizes payment. No other terms contained in any Client Purchase Order are considered part of this Agreement.

“**Software Maintenance**” means maintenance and support activities related to any GRI Software.

“**Scope of Services**” shall minimally include estimated time to be worked, activities, and estimated start and end date for the work to be performed.

“**Third Party Software**” means software licensed to GRI by a Third Party under a separate agreement, or any open source software used by GRI in its Products and offerings.

“**Users**” means those individuals employed by, associated with, or affiliated with Client who, during the term of the Agreement, are authorized by Client to access and use the GRI Software and Products and may include Client’s faculty, administrators, and staff.

“**Work Product**” means all tangible and intangible information, data, work, documents, reports, materials, deliverables, technology, know-how, customizations and things conceived, created, produced, developed or delivered under or in connection with this Agreement.

II. AGREEMENT.

1. **Purpose and Effective Date.** An Agreement by and between Generation Ready Inc. (“GRI”) and the Client (“Client”) for the license of GRI products or the purchase of GRI services will consist of (a) these Standard Terms, (b) a signed Price Quote (“Quote”) or a signed Order Form (“Form”) or a signed GRI Proposal (“Proposal”), and (c) any other documents or instruments (“Other Documents”) attached to or incorporated by reference by the parties. GRI and Client are referred to individually as a “Party” and collectively as the “Parties. An Agreement is deemed effective as of the date of last signature on the Quote, Form, or Proposal (“Effective Date”). In the event of any conflict or ambiguity among the aforementioned documents, and except as otherwise provided in this Agreement, such conflict or ambiguity shall be resolved in accordance with the following order of precedence: (1) the Quote, Form, or Proposal; (2) these Standard Terms; and (3) the Other Documents.

III. PRODUCTS AND SERVICES.

1. **Availability.** During the License Period, GRI will house GRI Software and Products on data center servers, and will use commercially reasonable efforts to make the GRI Software and Products available (subject to routine or required maintenance periods) to Client and its Users twenty-four (24) hours per day, seven (7) days per week.
2. **Access.** GRI will provide Client with certain User IDs and passwords (“Passwords”) for use by Client and its Users to access and use the Products. Access for Client and its Users will be via the worldwide web using a browser and internet connection compliant with GRI recommendations. Access by the Client and its Users is subject to the terms of this Agreement. All GRI Software and Products will be deemed accepted by Client upon the availability to Client of access to the GRI Software, and Client waives any right to revoke acceptance thereafter.
3. **Open Source Software.** GRI may use open source software in connection with GRI Software and Products licensed under this Agreement. GRI use of open source software is “AS IS” and GRI makes no representations or warranties, either express or implied, with respect to open source software provided to Customer under this Agreement. GRI will not be liable for any damages arising out of the use or distribution of open source software.
4. **Customization.** All right, title and interest in and to a Customization either in its documentation or in the content or software provided is owned by GRI. GRI grants Client a limited license to use any Customization as described in a Proposal or other documents that are incorporated by reference into the Agreement.
5. **Software and Product Training.** Any training delayed due to Client may be forfeited involving any Product or Software.

IV. SOFTWARE MAINTENANCE SERVICES.

1. **Updates.** From time to time, GRI may develop or license updates, upgrades, bug fixes, or modifications to the GRI Software ("Updates"). Software Maintenance Services may be included in a Quote, Form or Proposal, or Other Documents incorporated by reference into the Agreement. GRI reserves the right to alter the features, specifications, capabilities, functions, licensing terms, availability, or other characteristics of any GRI Software or Documentation from time to time. Client will be notified in advance of any Updates or significant software or platform changes beyond standard Software Maintenance. On the general release date of an Update, GRI will provide Client with such Update and any related Documentation at no additional charge to Client. GRI has no other obligation to provide Client with Updates or related Documentation. Access to and use of any GRI-provided Updates or Documentation will be governed by this Agreement.
2. **Limitation.** GRI shall have no obligation to provide any maintenance or support services of any kind with respect to any hardware or software product other than the GRI Software stated in Agreement.

V. PROFESSIONAL DEVELOPMENT SERVICES.

1. **Scope of Services.** GRI shall provide Client with Professional Services in accordance with an attached document ("Scope of Services").
2. **Performance.** In the event Client believes that any Professional Services have been performed in a deficient manner, Client will provide GRI with written notice specifically describing such deficiency within ten (10) business days of such performance, and after receipt of such notice, GRI shall have a reasonable amount of time to investigate and remedy any actual deficiency.
3. **Additional Services.** Any request for additional professional services must be made in writing and signed by both Parties prior to the implementation of any additional services. GRI will review any such request for change, and GRI may in its sole discretion accept the change and reschedule the services. All notifications of any additional services can be done via email.
4. **Reduction of Service.** Any reduction in Services requested by Client requires a fourteen (14) day written day notice. If the Service has already been performed or expenses have already been incurred by GRI, Client must pay for the rendered Services and/or expenses.
5. **Unused Training or Consulting Services.** Should any scheduled training or consulting Services be delayed by Client due to lack of funding and Client is unable to rolled the cost into subsequent school year, Client's obligation for such Services will terminate and any prepaid fees will be returned to Client. If Services are cancelled due to lack of funding, Client will not be allowed to purchase same or similar services from another source for the remaining term of this Agreement. Any training or consulting service days that are cancelled for convenience by Client prior to the expiration or termination of this Agreement will be forfeited and no refund will be made for any fees paid.

VI. CLIENT OBLIGATIONS.

- A. **System Access.** Client must use a web browser and have internet connectivity that conforms to GRI minimum requirements as stated in the GRI Agreement.
- B. **User Activity.** Client is responsible for all activities of its Users and for their compliance with the terms of this Agreement. Client will (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Client Data; (ii) use reasonable efforts to prevent unauthorized access

to or use of the Products or the Documentation, including among other things use of User identification numbers and passwords, IP address verification, or other secure methods of User verification, and notify GRI promptly of any unauthorized access or use of the software; and (iii) in connection with this Agreement, comply and ensure compliance by all Users, with all applicable local, state, and federal laws, rules and regulations, including the Family Educational Rights And Privacy Act ("FERPA").

VII. INTELLECTUAL PROPERTY.

A. License. During the Term, GRI hereby grants to Client a limited, non-exclusive, non-transferable license in the United States (without right to sublicense) to access and use Products for which Client has paid the applicable Fees, solely for the purpose of internal education, training services and related activities (and in no event for the provision of services or assistance to any other parties, including any other educational institutions), that are specified in the GRI Quote, Form, or Proposal.

B. Documentation. Solely with respect to Documentation, Client may make an unlimited number of copies (either in hardcopy or electronic form) of Documentation provided that such copies are used only for Client's internal educational and training purposes and are not republished or distributed beyond Client's premises or to any third parties.

C. Ownership; Limitations on Use and Disclosure. Except for the rights expressly granted to Client under this Agreement, GRI and its licensors will retain all worldwide right, title and interest in and to the GRI Software and Products, including all technology and intellectual property and proprietary rights. Client will not sell, license, sub-license, rent, modify, distribute, copy, reproduce, frame, mirror, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any of the GRI Software and Products. Client will not act or permit any action that would impair any of GRI's or its licensors' rights in the GRI Software and Products. Client agrees not to: (a) disassemble, reverse compile, reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the GRI Software and Products (or any portion thereof); (b) distribute, lend, rent, sell, transfer or grant sublicenses to, or otherwise make available the Software or Products (or any portion thereof) to third parties, including, but not limited to, making such GRI Software or Products available (i) through resellers, OEMs, other distributors, or (ii) as an application service provider, service bureau, or rental source; (c) embed or incorporate in any manner the GRI Software or Products (or any element thereof) into other applications of Client or third parties; (d) use or transmit the GRI Software or Products in violation of any applicable law, rule or regulation, including any export/import laws; (e) in any way access, use, or copy any portion of the GRI Software or Products (including the logic and architecture thereof and any trade secrets included therein) to directly or indirectly develop, promote, distribute, sell or support any product or service that is competitive with the GRI Software or Products; (f) remove, obscure or alter any copyright notices or any name, logo, tagline or other designation of GRI or its licensors displayed on any portion of the GRI Software or Products, (g) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights, (h) intentionally send or store any viruses, worms, time bomb Trojan horses, or other harmful or malicious code, files, scripts, agents, or programs, or (i) attempt to gain unauthorized access to the GRI Software, Products, or its related systems or networks. Client shall not permit any third party to perform any of the foregoing actions and shall be responsible for all damages and liabilities incurred by GRI as a result of such actions.

1. **Work Product, GRI Marks.** Except as provided herein, to the extent any Work Product contains copyrightable material that can be considered "work made for hire" as the term is defined under 17USC§101, such material will be deemed "work made for hire" and GRI will be the author and owner of said work. If such Work Product is not deemed "work made for hire," Client hereby assigns all copyrights in such Work Product to GRI. Client will not use GRI's Marks ("Marks") without prior written authorization from GRI. The Marks are, and will remain, GRI's sole and exclusive property, and Client has not acquired, and will not acquire (by operation of law, this Agreement, or otherwise), any right, title, or interest in any of GRI's Marks other than as explicitly provided in writing by GRI.

E. Client Data.

1. Client may direct and instruct GRI to load data into GRI Software by providing data set(s) to GRI and/or alternatively, Client may direct and instruct GRI to load data held in the GRI Databank by requesting such data from the GRI order form. Client will clearly identify all Client Data to be loaded into the GRI Software, including any third party materials, in the applicable order form.
2. Client is responsible for and will obtain any and all necessary rights and permission for use of Client Data including any data or content selected from the GRI Databank. GRI is in no way responsible for obtaining or verifying that Client has appropriate rights or permissions for the use of Client Data which may include data selected from the GRI Databank. For clarification, GRI does not claim to hold any rights or permissions for any data housed in the GRI Databank. Client will indemnify and hold harmless GRI for any and all claims, damages etc. that arise from Client's breach of this clause.
3. Client hereby grants GRI a nonexclusive, royalty-free, fully paid-up, worldwide license to access, use, and distribute Client Data solely for the purpose of performing GRI's obligations under this Agreement. Except for the foregoing, GRI shall have no right, title, or interest in any Client data.
4. To enable GRI to effectively execute its obligations under this Agreement, Client may be requested from time to time, to provide data related to a baseline analysis in order to facilitate the Work specificity to determine analysis for scoping and planning tasks. GRI may request all available student-level and instructional leader-level assessment information, related files, student-level test data, achievement and growth reports, annual progress reports, subgroup progress reports and similar information for this purpose. GRI shall use and disclose this information only to fulfill its obligations under this Agreement and in accordance with applicable laws including but not limited to FERPA. Client warrants that it has the right to provide, and to permit GRI to so use, all materials that it furnishes to GRI.

F. Additional Provisions.

Client acknowledges and understands that Products may include Third Party Software or other third party intellectual property. Such Third Party Software or intellectual property is provided to Client subject to the same terms and conditions of the applicable GRI license agreement. Nothing contained herein shall be construed to grant to Client any rights or license to use any Third Party Software or intellectual property not expressly permitted by GRI's license for those materials. GRI and Client agree to maintain any Personally Identifiable Information confidential under all applicable state and federal laws.

VIII. FEES AND PAYMENT.

- A. **Fees.** All Fees are non-cancellable and non-refundable for Products delivered, Services rendered, and expenses incurred. Client shall have no right to the refund of any Fees paid or payable for

any Products or Services based on Client's lack of use or implementation of the Products or Services, including any Unused Training Services, for whatever reason.

B. Invoicing and Payment. All Fees for Services will be invoiced from the completion of the work and all Fees for Software or Products will be invoiced upon access to the Software or Products. Client agrees to pay the net amount of each invoice, without offset or deduction, within thirty (30) days after the invoice date. If any amount is not paid upon the due date, then GRI shall be entitled to receive the amount due plus interest thereon at the rate of 8% annually (or such lower rate as shall be the highest permissible contract rate under applicable law) on all amounts that are not paid on or before the due date.

C. Taxes. Except to the extent that Client provides GRI with a valid tax exemption certificate authorized by the appropriate taxing authority, GRI will invoice Client for, and Client agrees to promptly pay any taxes, impositions, or other charges imposed or levied by any governmental authority, including any sales, use, value-added, or withholding taxes, in connection with this Agreement.

D. Audits. GRI may audit Client's and its Users' use of the Products for compliance with the terms and conditions of this Agreement within three (3) years after end of the License Period, but no more than once annually. Client shall cooperate with and comply with any reasonable request of GRI in connection with the audit, and shall provide GRI with access, on Client's premises during regular business hours and on reasonable notice, to any and all documents and information necessary or appropriate for GRI to complete the audit. In the event that the audit reveals a deficiency in Client's User reporting or any failure to fully comply with the terms and conditions of this Agreement, then, in addition to all of GRI's other rights and remedies, Client shall promptly reimburse GRI for all reasonable fees, costs, and expenses (including attorneys' fees) incurred by GRI in connection with such audit.

E. Termination of License. Any license(s) granted under this Agreement will be automatically terminated and revoked upon the termination of this Agreement. GRI reserves the right to revoke any license granted under this Agreement upon the occurrence of a material breach of this Agreement by Client or its Users which is not fully cured within ten (10) days after the date of first occurrence. Upon the revocation or termination of a license, Client and all Users must immediately discontinue their access to and use of the applicable Products, and Client and Users must destroy all copies of such Products that they have obtained or made.

IX. CONFIDENTIALITY.

A. Confidentiality and Nonuse Obligations. The receiving Party agrees (a) not to use Confidential Information, except in connection with the purpose of the Agreement; (b) to maintain the confidentiality of Confidential Information using the same standard of care that Recipient applies to protect its own confidential information (but which in any event shall be not less than a reasonable standard of care); (c) not to disclose any Confidential Information to any third party, except to Recipient's and its affiliates' respective employees, representatives, consultants, or agents who are bound by obligations to maintain the confidentiality of the Confidential Information and who are involved in evaluation of the Confidential Information for the purpose; and (d) to be responsible for enforcing obligations of confidentiality with respect to such employees, representatives, consultants, or agents.

B. Protection of Confidential Information. If the receiving Party becomes aware of any unauthorized use or disclosure of the disclosing Party's Confidential Information, the receiving Party will promptly and fully notify the disclosing Party of all facts known to it concerning such unauthorized use or

disclosure. The restrictions upon disclosure and use of the Confidential Information will cease to apply to any specific portion of Confidential Information which the receiving Party can demonstrate:

1. is or hereafter becomes generally available to the trade or public other than by reason of any breach hereof;
2. was already lawfully known to the receiving Party, prior to the date of disclosure;
3. is disclosed to the receiving Party by a third party who is not otherwise under an obligation of confidentiality; or
4. is developed by or on behalf of the receiving Party independently, without reliance on or access to the Confidential Information received hereunder.

X. INDEMNIFICATION.

A. By GRI. GRI will defend, indemnify, and hold harmless Client and its Representatives against any and all losses, liabilities, claims, costs, damages, and expenses, including without limitation, reasonable attorney's fees and court costs incurred or which may be incurred by Client directly or indirectly arising out of or resulting from: (a) any act or omission made by GRI or its representatives related to Services performed for Client hereunder which is negligent or which constitutes a breach of any of the terms of this Agreement; (b) any untrue or inaccurate representation made by GRI in this Agreement; or (c) the infringement or alleged infringement of any trade secrets, copyrights, trademarks, trade names, or other proprietary or contractual rights of any third party arising from the Services, Software or reports, data, analyses, processes, or other deliverables produced or delivered by GRI to Client in connection with the Services. If GRI IP becomes or in GRI's opinion is likely to become the subject of an infringement claim, GRI may, in its sole option and expense, to (i) procure for Client the right to continue using such GRI IP as provided hereunder; (ii) modify such GRI IP to that it is no longer infringing; (iii) replace such GRI IP with a product of equal or superior functionality or (iv) require the return or cessation of use of the GRI IP and refund Client the portion of the attributable fees paid. THE RIGHTS GRANTED TO CLIENT UNDER THIS SECTION SHALL BE CLIENT'S SOLE AND EXCLUSIVE REMEDY AND GRI'S SOLE LIABILITY FOR ANY ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER INTELLECTUAL PROPERTY RIGHT.

B. By Client. To the extent allowed by law, Client agrees to indemnify, defend, and hold harmless GRI and its shareholders, directors, officers, employees, agents, contractors, affiliates, and subsidiaries from and against any and all Claims, and any losses, damages, settlements, taxes, contributions, penalties, fines, costs, or expenses (including reasonable attorneys' fees), arising from: (i) any act or omission on the part of Client, any party acting on Client's behalf, and any User; (ii) any injuries or death to any GRI personnel, or any damage to GRI property suffered in the performance of the Services, except as may result from the gross negligence or willful misconduct of GRI; (iii) the occurrence or nonoccurrence of any event alleged to be proximately caused by any Client Data or Client Technology; (iv) any allegation that any Client Technology or Client Data infringes any third party patent, trademark, copyright, or other right; and (v) the use of any Product or Service by Client or any User. Client further agrees GRI shall have no liability for, and Client agrees to indemnify and hold harmless GRI, its suppliers, directors, officers, agents and employees from and against, any and all Claims, damages, judgments, assessments, losses, liabilities and expenses (including reasonable attorneys' fees) arising out of, or in connection with, any communications generated by Client or its Users and any content created by Client or its Users using the GRI Software other than as expressly permitted by this Agreement.

XI. WARRANTIES AND DISCLAIMERS.

A. GRI Software and Service Warranties. GRI warrants that GRI Software will operate substantially in accordance with the applicable software Documentation during the License Period provided that the GRI Software is used in accordance with GRI's recommended browser configurations, and that Software Maintenance Services and Professional Services will be performed in a professional, workmanlike manner during the Term. This warranty is voided to the extent any modification or use of GRI Software, Software Maintenance Services or Professional Services is not authorized by GRI. Client must notify GRI of any breach of this warranty promptly in writing. Upon GRI's receipt of such notice, GRI may, at its election and expense, decide to (i) as soon as commercially practical, consistent with industry practice, modify the affected GRI Software to conform in all material respects with the applicable Documentation; (ii) re-perform Software Maintenance Services and Professional Services at no charge or provide a replacement for the affected GRI Software which conforms in all material respects with the applicable Documentation; or (iii) terminate access to and use of the affected GRI Software, Software Maintenance Services and Professional Services and refund to Client a pro-rated portion of the Fees paid that is attributable to the either GRI Software or Services. THE REMEDIES SET FORTH IN THIS SECTION SHALL BE CLIENT'S SOLE REMEDY AND GRI'S SOLE LIABILITY WITH RESPECT TO A BREACH OF THE WARRANTY SET FORTH IN THIS SECTION.

B. GRI Content and Third Party Software Warranties. ALL GRI CONTENT AND THIRD PARTY SOFTWARE IS PROVIDED BY GRI "AS IS" AND "AS AVAILABLE." GRI MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO BROWSER CONFIGURATION OR THIRD PARTY SOFTWARE.

Client expressly waives any claim that it may have against GRI based upon any alleged or actual product liability or infringement of any patent, copyright, trade secret, or other intellectual property right with respect to any GRI Content or Third Party Software, as well as any right to indemnification from GRI resulting from any such claim made by a third party. GRI hereby transfers to Client, to the extent transferable, whatever freely transferrable warranties and indemnities GRI receives from the producer of the Third Party Software.

C. Disclaimers. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES AND REPRESENTATIONS CONTAINED IN THIS AGREEMENT, ALL PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. ALL OTHER REPRESENTATIONS AND WARRANTIES CONCERNING ANY PRODUCT OR SERVICE, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, ARE HEREBY EXPRESSLY DISCLAIMED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, OR NON-INTERFERENCE, OR ANY WARRANTY ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE FAIL OF THEIR ESSENTIAL PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GRI MAKES NO WARRANTY OR REPRESENTATION AS TO THE RESULTS; ACCURACY, RELIABILITY OR END-USER CONNECTIVITY; SPEED OF THE GRI SOFTWARE; THAT THE OPERATION OR CONNECTIVITY OF THE GRI SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE; OR THAT THE GRI SOFTWARE WILL BE FREE OF ALL POSSIBLE METHODS OF ACCESS, ATTACK, OR INTRUSION.

XII. LIMITATIONS OF LIABILITY.

A. No Consequential Damages and Limitation of Damages. NEITHER PARTY SHALL BE ENTITLED TO, AND NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, INCLUDING COVER, BUSINESS INTERRUPTION, LOSS OF PROFIT, REVENUE, DATA, OR GOODWILL, OR CLIENT TECHNOLOGY DAMAGE, FAILURE, OR MALFUNCTION, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF HOW SUCH DAMAGES WERE CAUSED, AND REGARDLESS OF WHETHER THE REMEDY SET FORTH HEREIN (A) FAILS OF ITS ESSENTIAL PURPOSE, OR (B) SOUNDS IN CONTRACT, TORT, STATUTORY LAW OR OTHERWISE. IN NO EVENT SHALL EITHER PARTIES AGGREGATE RECOVERY FOR ANY AND ALL CLAIMS EXCEED THE GREATER OF (i) FEES ACTUALLY PAID BY CLIENT FOR THE PRODUCT(S) OR SERVICE(S) GIVING RISE TO THE CLAIM(S); OR (ii) THE TOTAL SUM OF FIFTY THOUSAND DOLLARS (\$50,000). THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

C. Indemnification for Claims Regarding Certain Content. GRI is not responsible for any Client or its Users communications (including content) or data, even if such content is obscene, illegal, or otherwise offensive. Client agrees GRI shall have no liability for, and agrees to indemnify and hold harmless GRI, its suppliers, directors, officers, agents and employees from and against, any and all Claims, damages, judgments, assessments, losses, liabilities and expenses arising out of, or in connection with, any communications generated and any content created by Client or its Users using GRI Software and Products.

D. Applicability. THE LIMITATIONS OF LIABILITY CONTAINED IN THIS AGREEMENT APPLY TO ALL CAUSES OF ACTION OR CLAIMS IN THE AGGREGATE UNDER ANY LEGAL OR EQUITABLE THEORY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE. Client agrees that the limitations of liability and disclaimers set forth in this Agreement will apply regardless of whether Client has accepted the Software or any other Product or Service delivered by GRI.

XIII. TERMINATION OF AGREEMENT.

- 1. Nonpayment.** If Client fails to pay any invoice when due and does not make such payment within ten (10) business days after receipt of notice from GRI of such failure, GRI may, in its sole and absolute discretion, either (a) suspend access to any GRI Software or Product or the delivery or performance of any Service under Quote, Form or Proposal until such payment is made, or (b) terminate this Agreement.
- 2. Material Breach.** Either Party may terminate this Agreement at the discretion of the non-breaching Party, upon the material breach of the other Party which material breach has remained uncured for a period of ten (10) days after the date of notice to the breaching Party. In the event that Client terminates this Agreement for a material breach by GRI, GRI shall return a pro-rated portion of the Fees received by GRI from Client pursuant to this Agreement for the Products and/or Services that are the subject of the breach.
- 3. Insolvency.** Either Party may immediately terminate this Agreement at their discretion, with notice, upon (i) the Party by or against the other Party due to insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of the other Party's debts; (ii) the other Party making an assignment for the benefit of creditors; (iii) the other party becoming insolvent; or (iv) the other Party's dissolution or ceasing to do business (or its adoption of a resolution for either).
- 4. Effects.** Termination or expiration of this Agreement shall not relieve Client of any obligation to pay any Fees due and payable to GRI prior to the effective date of the termination or expiration. The exercise of the right to

terminate this Agreement shall be in addition to any other right and remedy provided in this Agreement or existing at law or in equity that is not otherwise excluded or limited under this Agreement.

XIV. MISCELLANEOUS.

1. **Injunctive Relief.** Client agrees that GRI will be entitled to enforce this Agreement by injunction or other legal or equitable relief in any court of its choice without the necessity of posting bond or security, in addition to its right to seek monetary damages or any other remedy.

B. Recitals and Exhibits. All recitals herein, and all schedules, and exhibits, attached hereto and referred to herein, are integral and material parts of this Agreement, and are hereby incorporated into this Agreement as if set forth at length herein.

C. Force Majeure. Neither Party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than obligations relating to payment, confidentiality, and protection of ownership and intellectual property rights) resulting from acts or events beyond the reasonable control of such party (a "Force Majeure Event"), including acts of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor dispute, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions, provided that the delayed Party: (i) gives the other Party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such delay or nonperformance. In the event that a Force Majeure Event lasts for more than 90 days, and the delayed Party cannot correct its delay or nonperformance during that period of time, the other Party may terminate the affected portions of this Agreement.

D. Relationship of the Parties. GRI is an independent contractor with respect to Client. Neither Party is or shall be considered to be an employee, agent, distributor, partner, joint venturer, or representative of the other Party, and neither Party shall have the authority to act on behalf of or in the name of the other Party, or to bind the other Party in any manner whatsoever.

E. Governing Law. Any action related to this Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to conflicts of laws principles that would result in the application of the laws of another jurisdiction.

F. Severability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be subject to modification by the court and shall be interpreted so as best to accomplish the objectives of the original portion to the fullest extent permitted by law, and all other provisions shall remain in full force and effect.

G. Assignment. Without the written consent of the other Party, neither this Agreement, nor any rights hereunder, may be assigned, and any such assignment shall be null and void, except that GRI may assign all of its rights and obligations under this Agreement to any person or entity that controls GRI, is controlled by GRI or is under common control with GRI or any successor in interest that acquires all or substantially all of the assets of GRI.

H. Third Parties. Except with respect to Third Party Software, there are no third party beneficiaries to this Agreement.

- I. **Waivers.** Any waiver of any rights under this Agreement must be in writing and signed by the waiving Party, and any such waiver shall not operate as a waiver of any further right hereunder.
- J. **Entire Agreement; Construction.** This Agreement is the entire agreement between the Parties with respect to its subject matter, and supersedes any and all prior or contemporaneous, conflicting or additional communications, negotiations or agreements. As used in this Agreement, the term "including" shall mean "including, without limitation," the term "includes" shall mean "includes, without limitation," and terms appearing in the singular shall include the plural and terms appearing in the plural shall include the singular.
- K. **Amendments.** This Agreement may be amended only in writing and signed by both Parties; and any purported oral amendment to this Agreement shall be void and have no effect.
- L. **Promotion.** Client agrees that GRI may use Client's name, logo, and trademarks, and may disclose that Client is a Client of GRI, in GRI's advertising, promotion and similar public disclosures; provided however, that without Client's prior consent, such advertising, promotion or similar public disclosures shall not indicate that Client in any way endorses any GRI Products or Services.
- M. **Notices.** All notices under this Agreement will be in writing and will be deemed given upon: (i) receipt thereof if delivered by facsimile, electronic mail, hand delivery, or overnight delivery service; or (ii) three days after deposit in the U.S. mail, postage prepaid, return receipt requested, if mailed. Notices to GRI will be addressed to the attention of the General Counsel. Notices to Client will be addressed to the individual who executes the Agreement on behalf of Client.
- N. **Headings.** The headings contained are for purposes of convenience only and shall not affect the meaning or interpretation of this Agreement.
- O. **Survival.** All provisions of *Sections VIII thru and including XIV.*



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OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 9/21/16

- A. Preliminary Study Session: _____
- B. Hearing: _____
- C. Consent Agenda _____
- Agreement Category:
- _____ Academic
 - Enrichment
 - _____ Special Education
 - _____ Support Services
 - _____ Personnel
 - _____ Legal
 - _____ Facilities
- D. Action Items _____
- E. Report/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Approval of Agreement #16-124 – Art Trek Inc. (Freeman/Thomas)

Art Trek Inc. will provide 3 dimensional art professional development, lessons, and support for the ASES After School Program.

FISCAL IMPACT:

Not to Exceed \$50,000.00 – ASES Grant Funds

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #16-124 with Art Trek Inc.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-124, Art Trek Inc. (1 Page)



ART TREK, INC.

A 501 (C) (3) non-profit organization

2016-2017 AGREEMENT FOR 3-D and INSTALLATION ART: TEACHER TRAINING

This Agreement for Instructional Services, effective between Oxnard School District, with its address at 1051 South A Street Oxnard, CA 93030 and Art Trek, Inc., with its principal office at 703 Rancho Conejo Blvd. Newbury Park, CA 91320.

Oxnard School District finds that **ART TREK** is willing to perform certain work hereinafter described in accordance with the provisions of this Agreement. In consideration of this mutual agreement set forth herein and intending to be legally bound, the parties hereto agree as follows:

SERVICES: Art Trek shall provide the following services to Oxnard ASES teachers for up to 21 schools:

One four (4) hour kick-off and then seven three (3) hour training workshops at which After School Program Staff receives:

- 3-D, collage, mixed media and textured art lessons and training on classroom teaching methods, materials set up and use.
- **Choices of one large public art installation project**
Attendees do their own art and process as a group.
- Written instructional lessons and samples, Great Masters prints.
- Materials supplied to each After School Program Staff for that workshop's series of lessons.

Dates to be determined

<u>Yearly Cost</u>	
Training Fee	\$ 8000
<u>Supply Fee</u>	<u>\$ 33,750*</u>
Total	\$ 41,750

PAYMENT: Art Trek shall be paid as follows:

- **Training Fee:** \$8,000 yearly (to be paid in full or in eight (8) monthly installments of \$1,000 per month.) This training fee stays the same for up to 21 schools.
- **Material Usage Fee** of \$2250 per school (to be paid in full or in eight (8) monthly installments of \$4218.75 per month.)
*This contract is for 15 schools. Any additional schools add only material cost of \$2250 per school.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. Venue for purposes of legal action shall be Ventura County, California.

If this Agreement meets with your approval, please sign, date, and return so we can proceed.

Nan Young, Director

Date

Lisa Franz, Dir of Purchasing

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 9/21/16

- A. Preliminary Study Session: _____
- B. Hearing: _____
- C. Consent Agenda _____
- Agreement Category:**
____ Academic
 X Enrichment
____ Special Education
____ Support Services
____ Personnel
____ Legal
____ Facilities
- D. Action Items _____
- E. Report/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Approval of Agreement #16-125 – Art Trek Inc. (Freeman/Thomas)

Art Trek Inc. will provide art lessons during after school hours for students attending Chavez, Curren, Driffill, Kamala, Lemonwood, and Soria Schools.

FISCAL IMPACT:

Not to Exceed \$36,000.00 – Unrestricted General Fund

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #16-125 with Art Trek Inc.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-125, Art Trek Inc. (1 Page)



ART TREK, INC.

A 501 (C) (3) non-profit organization
2016-2017 Oxnard After School Program

This Agreement for Instructional Services, effective between Oxnard School District, with its address at 1051 South A Street Oxnard, CA 93030 and Art Trek, Inc., with its principal office at 703 Rancho Conejo Blvd. Newbury Park, CA 91320.

Oxnard School District finds that ART TREK is willing to perform certain work hereinafter described in accordance with the provisions of this Agreement. In consideration of this mutual agreement set forth herein and intending to be legally bound, the parties hereto agree as follows:

SERVICES: Art Trek shall provide the following services to your school:

Provide teachers for after school enrichment classes for students (up to 22 students per class) at schools in the Oxnard School District for the 2016-2017 school year. The number of teachers to be determined by the number of registered students each day.

Oxnard shall be charged for 1.5 hours of instruction per class taught per school which includes set up, instruction and clean up.

Art Trek is contracted for a number of classes not to exceed 144 classes totaling \$36,000.

In addition, the cost includes all lesson prep, materials, administrative fees, on-site visits, oversight of program and a visual and written report at the conclusion of the contract prior to the close of school.

CLASSES SHALL BE INVOICED AT \$250 PER CLASS which includes all of the above services.

INVOICING: Invoicing shall be once a month after the completion of the last class for that month. These are the terms of agreement between Art Trek and the Oxnard School District from September²², 2016 through June 30, 2017. If this Agreement meets with your approval, please sign, date, and return so we can proceed.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. Venue for purposes of legal action shall be Ventura County, California.

Nan Young- Director Date

Lisa Franz, Dir of Purchasing Date

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 9/21/16

- A. Preliminary Study Session: _____
- B. Hearing: _____
- C. Consent Agenda _____
- Agreement Category:
- _____ Academic
 - Enrichment
 - _____ Special Education
 - _____ Support Services
 - _____ Personnel
 - _____ Legal
 - _____ Facilities
- D. Action Items _____
- E. Report/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Approval of Agreement #16-126 – Mad Science of Los Angeles (Freeman/Thomas)

Mad Science of Los Angeles will offer enrichment activities for students at schools in the Oxnard School District. Mad Science of Los Angeles offers hands-on activities that help students understand and retain the science standards they are expected to learn for the statewide testing.

FISCAL IMPACT:

\$29,400.00 – Unrestricted General Fund
(Additional classes may be added and will be charged at a rate not to exceed \$375 per workshop completed at each school site.)

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #16-126 with Mad Science of Los Angeles.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-126, Mad Science of Los Angeles (1 Page)
Certificate of Insurance (2 Pages)

**AGREEMENT #16-126 BETWEEN
MAD SCIENCE AND OXNARD SCHOOL DISTRICT**

The scope of this document is to define the roles and responsibilities of Mad Science (Consultant) in providing workshops/classes and activities for the Schools in Oxnard School District (OSD).

This serves as a Memorandum of Understanding and Responsibility Agreement that the Mad Science and **Oxnard School District** will work together toward promoting and providing age appropriate science activities for the students enrolled in OSD. Both the Consultant and OSD, according to its defined role, agree to participate in coordinating, providing and financing the following services for the purpose of this agreement.

1. **Mad Science agrees to:**
 - a. Provide Science lessons from their “NASA”, “Bricks”, “ASP”, “Shoot for the Stars” and other curriculums.
 - b. Provide pre and post presentation activities to be completed by participating students.
 - c. Certify that presenters have been fingerprinted and TB tested
 - d. Carry insurance that conforms to the district requirements for liability, workers compensation, abuse and molestation.

2. **Oxnard School District agrees to:**
 - i. Provide a minimum of 84 workshops/classes with a total minimum cost of \$29,400.00.
 - ii. Compensate Mad Science for additional workshops/classes for 25 students at a rate of \$375 per workshop or \$350 with the early payment discount.

This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented September 22, 2016 to June 30, 2017.

For the OXNARD SCHOOL DISTRICT:

Lisa A. Franz, Director, Purchasing

Date

Lisa Balmain-Nadasdy, Sales Representative

Date

Mad Science of Los Angeles
Sparking, Imaginative, Learning
15815 Monte St. Unit 101
Sylmar, CA 91342
Phone: 818-803-5135
Fax: 818-909-6771
<http://www.madscience.org/losangeles>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/8/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hylant Group Inc - Toledo 811 Madison Ave Toledo OH 43604	CONTACT NAME:		
	PHONE (A/C. No., Ext): 419-255-1020	FAX (A/C. No.): 419-255-7557	
	E-MAIL ADDRESS:		
INSURED M&JKI-1 M&J Kids Scientific Inc dba Mad Science of Los Angeles 15815 Monte St, Ste 101 Sylmar CA 91342	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Philadelphia Indemnity Ins Co		18058
	INSURER B: Hartford Accident and Indemnity Com		22357
	INSURER C: Philadelphia Insurance Companies		6777
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER: 808234112** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y		PHPK1506696	7/1/2016	7/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 A&M \$1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1506696	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB543757	7/1/2016	7/1/2017	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	45WECBW5158	11/1/2015	11/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Oxnard School District is and Additional Insured per form CG2026.

CERTIFICATE HOLDER

Oxnard School District 1051 S. A Street Oxnard CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s): Oxnard School District 1051 S. A Street Oxnard CA 93030</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 9/21/16

- A. Preliminary _____
Study Session: _____
- B. Hearing: _____
- C. Consent Agenda _____ **Agreement Category:**
 - _____ Academic
 - Enrichment
 - _____ Special Education
 - _____ Support Services
 - _____ Personnel
 - _____ Legal
 - _____ Facilities
- D. Action Items _____
- E. Report/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Approval of Agreement #16-128 – Mariana Peirano Royuela (Freeman/Fox)

“An Artist I Know” is an art appreciation program intended to acquaint elementary students with the world of art. This program seeks to cultivate awareness and interest, as well as to understand and appreciate art, by exposing children to selected artists and their work. The visiting artist makes presentations on the lives and works of the artists and then guides students through a final art project. At the end of the program an assembly is held to showcase the students’ art.

FISCAL IMPACT:

\$10,800.00 – Donation

RECOMMENDATION:

It is recommended by the Principal, Soria School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #16-128 with Mariana Peirano Royuela.

ADDITIONAL MATERIALS:

- Attached:** Agreement #16-128, Mariana Peirano Royuela (13 Pages)
- Proposal (3 Pages)
- Certificate of Insurance (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #16-128

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 21st day of September, 2016 by and between the Oxnard School District (“District”) and Mariana Peirano Royuela (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

- A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on **Exhibit A**, attached to this Agreement.
- B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.
- C. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

- 1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **September 22, 2016** through **June 30, 2017** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- 3. **Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- 4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed Ten Thousand Eight Hundred Dollars (\$10,800.00), unless additional compensation is approved in writing by the District.

- a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.
- b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

5. **Termination.** This Agreement may be terminated at any time by mutual agreement of the Parties or by either Party as follows:

- a. District may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
- b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

6. **Inspection and Final Acceptance.** District may, at its discretion, inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when within sixty (60) days after submitted to District. If District does not reject work by a timely written explanation, Consultant's work shall be deemed to have been accepted. District's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.

7. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement may constitute a default. The District may give notice to Consultant of the default and the reasons for the default. District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of the notice until the default is cured. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, at the discretion of the District. During the period of time that Consultant is in default, the District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the District may terminate this Agreement as provided above. Any failure on the part of the District to give notice of the Consultant's default shall not be deemed to result in a waiver of the District's legal rights or any rights arising out of any provision of this Agreement.

8. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement (collectively and individually, the "Documents") shall

become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such Documents.

9. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Consultant's guarantees and warrants related to Standard of Performance under this Agreement shall not extend to such use of the Documents.

10. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement for a minimum of three years after termination or expiration of this Agreement, or longer if required by law.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.
- b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
- c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

11. **Independent Contractor.** Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of District.

- a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.
- b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

12. **Standard of Performance.** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement,

Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

13. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential. Consultant shall not release or disclose any such information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of the District, except as may be required by law.

- a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the work performed hereunder.
- b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

14. **Conflict of Interest; Disclosure of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

- a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [X] does not qualify as a "designated employee".

_____ (Initials)

- c. Consultant agrees to notify the Superintendent, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

_____ (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

- a. Without limiting the generality of the foregoing, Consultant shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

_____ (Initials)

16. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ “unauthorized aliens” as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.

17. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

18. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant’s duties or obligations under this Agreement without the prior written consent of the Board of Directors of the District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

19. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of the District. The Consultant shall be as fully responsible to the District for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.

20. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement.

- a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.
- b. Consultant shall notify District of any changes in Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. The list notice shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

21. **Indemnification.**

- a. Consultant agrees to defend, indemnify, and hold harmless District, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Consultant or those of any of Consultant’s officers, agents, employees, or subcontractors, whether such act or omission is authorized by this Agreement or not. Consultant shall also pay for any and all damage to the Property of the District, or loss or theft of such Property, done or caused by such persons. District

assumes no responsibility whatsoever for any property placed on district premises. Consultant further agrees to waive all rights of subrogation against the District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees, and/or volunteers.

_____ (Initials)

- b. The provisions of this section do not apply to claims occurring as a result of District's sole negligence or willful acts or omissions.

22. **Insurance.** Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit C** "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent. Consultant agrees to provide District with copies of required policies upon request.

23. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Robin Freeman
Phone: (805) 385.1501 x2301
Fax: (805) 486.7358

To Consultant: Mariana Peirano Royuela
1078 Main Street
Ventura, CA 93001
Phone: (805) 758.8247
Fax: ()

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile (provided confirmation of successful facsimile transmission shall be retained) or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

24. **Excusable Delays.** Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

25. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

26. **Administration.** **ARACELY FOX** shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein.
29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
30. **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.
31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.
32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.
33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the District and Consultant have executed and delivered this agreement for consultant services as of the date first written above.

OXNARD SCHOOL DISTRICT:

MARIANA PEIRANO ROYUELA:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #16-128

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #16-128

SERVICES

I. Consultant will perform the following Services under the Captioned Agreement:

***PER ATTACHED PROPOSAL**

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the District:

***PER ATTACHED PROPOSAL**

III. During performance of the Services, Consultant will keep the District appraised of the status of performance by delivering the following status reports under the indicated schedule:

STATUS REPORT FOR ACTIVITY:	DUE DATE
A. N/A	
B. N/A	
C. N/A	
D. N/A	

V. Consultant will utilize the following personnel to accomplish the Services:

- None.
- See attached list.

VI. Consultant will utilize the following subcontractors to accomplish the Services (check one):

- None.
- See attached list.

VII. AMENDMENT

The Scope of Services, including services, work product, and personnel, are subject to change by mutual Agreement. In the absence of mutual Agreement regarding the need to change any aspects of performance, Consultant shall comply with the Scope of Services as indicated above

- Not Project Related
 Project #16-128

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #16-128

COMPENSATION

I. Consultant shall use the following rates of pay in the performance of the Services:

*PER ATTACHED PROPOSAL

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$ N/A per hour without written authorization from the District Superintendent or his designee.

III. The District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all personnel describing the work performed, the number of hours worked, and the Hourly or flat rate.
- B. Line items for all supplies properly charged to the Services.
- C. Line items for all travel properly charged to the Services.
- D. Line items for all equipment properly charged to the Services.
- E. Line items for all materials properly charged to the Services.
- F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed \$10,800.00, as provided in Section 4 of this Agreement.

- Not Project Related
- Project #16-128

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #16-128

INSURANCE

I. Insurance Requirements. Consultant shall provide and maintain insurance, acceptable to the District Superintendent or District Counsel, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the Current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Consultant shall provide the following scope and limits of insurance:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) Aggregate and one million dollars (\$1,000,000) per occurrence.

(2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000) one hundred thousand (\$100,000)/three hundred thousand dollars (\$300,000).

(3) Insurance coverage should include:

1. owned, non-owned and hired vehicles;
2. blanket contractual;
3. broad form property damage;
4. products/completed operations; and
5. personal injury.

(4) Workers' Compensation insurance as required by the laws of the State of California.

~~_____ (5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) Aggregate.~~

~~_____ (6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:~~

~~_____ Accountants, Attorneys, Education Consultants, _____ \$1,000,000~~
~~_____ Nurses, Therapists~~

~~_____ Architects _____ \$1,000,000 or \$2,000,000~~

~~_____ Physicians and Medical Corporations _____ \$5,000,000~~

~~**Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination**~~

II. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

Not Project Related

Project #16-128

A. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to District

B. General Liability, Automobile Liability, and ~~Abuse/Molestation~~ Coverages.

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant ; automobiles owned, leased, hired or borrowed by Consultant, ~~and Abuse/Molestation~~. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(2) Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.

(3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.

III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this contract, certificates of insurance necessary to satisfy District that the insurance provisions of this contract have been complied with. The District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

A. If any Services are performed by subcontractor, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

- Not Project Related
- Project #16-128

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #16-128

CONFLICT OF INTEREST CHECK

Bylaws of the Board 9270(BB)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with the District's Conflict of Interest Code (commencing with Bylaws of the Board 9270 BB).

Consultant's are required to file disclosures when, pursuant to a contract with the District, the Consultant will make certain specified government decisions or will perform the same or substantially the same duties for the District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached constitute do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **MARIANA PEIRANO ROYUELA**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

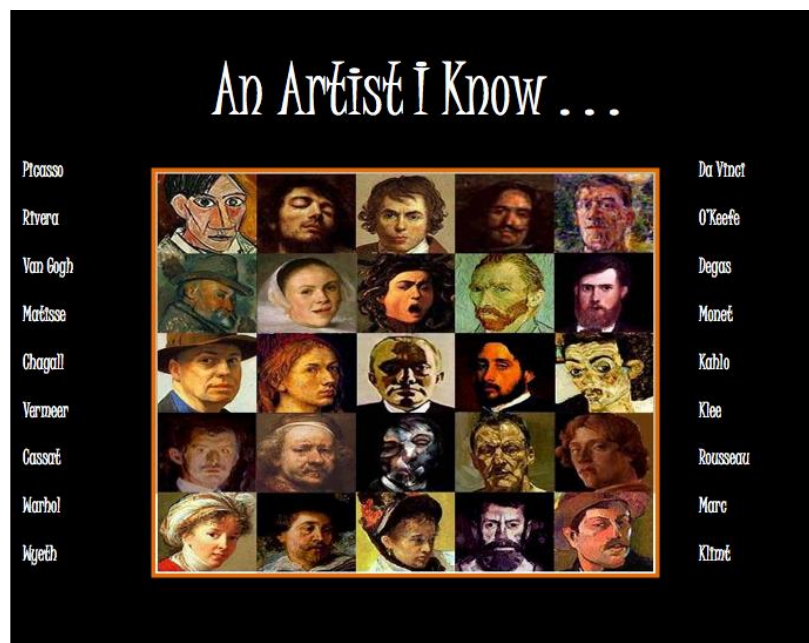
By: _____
Lisa A. Franz
Director, Purchasing

Project Proposal

Prepared for: Soria Elementary

Prepared by: Mariana Peirano Royuela

June 26, 2016



AN ARTIST I KNOW . . .

Objective

An Artist I Know . . . is an art appreciation program for elementary students intended to acquaint students with the world of art. This program seeks to cultivate awareness and interest, as well as to understand and appreciate art, by exposing children to selected artists and their work. The visiting artist makes presentations on the lives and works of the artists and then guides students through a final art project. At the end of the program, an assembly is held to showcase the students' art.

Goals

A fine arts education is essential to a child's mental and emotional development and the studies have confirmed that art is fundamental to academic learning because it fosters creativity, teaches critical thinking, develops abstract thinking skills and improves comprehension skills. In addition, art helps children develop social and personal skills. It improves confidence, teaches adaptability and boosts self esteem.

By fostering a community within the school where authentic art appreciation is taking place, we can meet and exceed expectations set by Common Core and move into a culture of true inquiry and learning. When studying any piece of art, one must be able to analyze the components that create the whole. Additionally, the ability to synthesize these parts into a whole work is critical to making meaning for each audience member. Common Core Reading and Math Standards have both identified the need for this critical practice, and the arts create a pathway to providing those opportunities.

Project Outline

An Artist I Know . . . art project at Soria is an enrichment program for grades 2-4. The visiting artist provides art instruction to the students once a week and works with Soria's teachers to plan lessons that complement the grade level curriculum. The project is designed to be completed in three steps as follows:

Step 1: "Introducing the Artist"

The Meet the Artist experience begins with the visiting artist sharing the life, famous works and interesting facts about the artist chosen. Interactive questions and multi-media content will keep the students interested as they are introduced to the artist's biography.

Step 2: "Close Up on the Art"

Now that the children have a true connection to the artist, they are introduced to the techniques and styles which made the art revolutionary. Through guided questions students are encouraged to observe, react, imagine, and express their own feelings. Using reproductions of the artist's work, students are exposed to the artwork and learn to describe, relate, analyze, interpret and evaluate the works of art.

Step 3: "In the Style of the artist"

After learning the inspiration and techniques of the artist chosen, the students have an opportunity to become artists as they work in the medium, technique, and style used by the artist they are studying. The visiting artist

leads the students on a step-by-step journey through the art project, while the students discover their creativity by developing confidence in their own unique abilities.

BUDGET

The project is set up to run for a maximum of 28 weeks. The visiting artist provides art instruction to the students once a week for a total of 5 hours per week and one additional hour per week to plan and prepare lessons. Any extra hours incurred will be billed separately. Instructional materials and art supplies are provided by the school.

Description	Unit Price	Cost
Artist fees - 5 hours per week for 28 weeks + 1 hour planning/prep	\$60/hour	\$ 10,800
Total		\$ 10,800



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/31/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER	John E Peakes Insurance Agency, Inc. 1363 Donlon Street, Suite #10 Ventura, CA 93003 License #: 0619917	CONTACT NAME:	Patricia Wiborg	
		PHONE (A/C, No, Ext):	805-650-0199	FAX (A/C, No): 805-658-2423
		E-MAIL ADDRESS:	pwiborg@peakesins.com	
		INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED	Mariana Royuela DBA: Mariana Royuela 1078 E. Main Street Ventura, CA 93001	INSURER A:	Western Heritage	
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES CERTIFICATE NUMBER: 00000000-67204 REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		SCP1000728	09/15/2015	09/15/2016	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COM/OP AGG	\$ 1,000,000
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y/N				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is added as Additional Insured per Blanket Additional Insured form WHI 21-0830 attached.

CERTIFICATE HOLDER	CANCELLATION
Soria School 3101 Dunkirk Drive Oxnard, CA 93035	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  (PLW)

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 9/21/16

- A. Preliminary _____
Study Session: _____
- B. Hearing: _____
- C. Consent Agenda _____
- Agreement Category:**
____ Academic
____ Enrichment
____ Special Education
 X Support Services
____ Personnel
____ Legal
____ Facilities
- D. Action Items _____
- E. Report/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Approval of Agreement/MOU #16-119, 1 Heart at a Time Inc. (Freeman/Ridge)

1 Heart at a Time Inc. will conduct 1-2 day educational workshops and events for Oxnard School District students. The purpose of the workshops is to promote the education and awareness of students in the areas of self-esteem and at-risk behavior. In addition, the workshops will enhance the students' ability to make positive healthy choices in their daily lives as well as at school.

FISCAL IMPACT:

No charge to the Oxnard School District.

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #16-119 with 1 Heart at a Time Inc.

ADDITIONAL MATERIALS:

Attached: Agreement/MOU #16-119, 1 Heart at a Time Inc. (2 Pages)
Certificate of Insurance (1 Page)

Memorandum of Understanding #16-119

**1 Heart at a Time Inc.
And
Oxnard School District**

This Memorandum of Understanding (MOU) is entered into by and between **1 Heart at a Time Inc.** and the Oxnard School District.

Purpose: Summary

To conduct educational workshops and events that focus on self-esteem and motivational exercises that will enhance the student's ability to make positive healthy choices in their daily lives as well as at school.

Term: The term of this MOU shall commence September 22, 2016 and shall terminate June 30, 2017.

Compensation: The Oxnard School District **will not be charged for the services provided by: 1 Heart at a Time Inc.**

Description of Services of 1 Heart at a Time Inc.:

To provide educational workshops to promote self-esteem and awareness of at-risk behavior

1 Heart at a Time Inc. agrees to the following:

1. To conduct 1-2 day workshops and events that promotes the education and awareness of students in the areas of self-esteem and at risk behavior.

Oxnard School District:

2. Be involved in the creation of a local network of resources directed at the needs of students.

Agreements and Responsibilities:

1. Make appropriate referrals of students who Oxnard School District believes to be in need of the services and resources provided by **1 Heart at a Time Inc.**
2. Accept referrals from **1 Heart at a Time Inc.** that could benefit from the resources and services of the Outreach Specialist and Counselors.

3. Permit **1 Heart at a Time Inc.** to have intermittent regularly scheduled access to space in designated area(s) for meeting with students. Use of space for such purposes will require a separate Oxnard School District use of facilities form.
4. Permit **1 Heart at a Time Inc.** to coordinate with the Director of Pupil Services the availability and access to space in designated areas in at school sites for support group meetings with students for regularly scheduled support group meetings.
5. Provide a Certificate of Liability Insurance naming the Oxnard School District as an additional insured party for such space utilization purposes, liability and worker's compensation.

Termination: Either party may terminate this MOU without cause upon thirty (30) days written notice.

Authorized Approval:

1 HEART AT A TIME INC.:

OXNARD SCHOOL DISTRICT:

Signature

Signature

Tracy Stevens, Director of Training
Typed Name/Title

Lisa A. Franz, Director, Purchasing
Typed Name/Title

Date

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/16/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Desert Cornerstone Insurance Service, Inc. CA License #0F15709 81557 Dr. Carreon Blvd. Ste B8 Indio CA 92201	CONTACT NAME: Sanae Martin PHONE (A/C. No. Ext): (760) 347-7723 E-MAIL ADDRESS: sanae@desertcornerstoneins.com	FAX (A/C. No.): (760) 347-7725
	INSURER(S) AFFORDING COVERAGE	
INSURED 1 Heart At A Time, Inc. P.O.Box 941871 Simi Valley CA 93094	INSURER A: United States Liability Ins.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2016GL

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NPP1570565	5/12/2016	5/12/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of insurance

CERTIFICATE HOLDER

Oxnard School District
 1051 South A Street
 Oxnard, CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Matt List/SAN

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OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 9/21/16

- A. Preliminary _____
Study Session: _____
- B. Hearing: _____
- C. Consent Agenda _____
- Agreement Category:
 Academic
 Enrichment
 Special Education
 Support Services
 Personnel
 Legal
 Facilities
- D. Action Items _____
- E. Report/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Approval of Agreement/MOU #16-127, County of Ventura/Ventura County Behavioral Health (Freeman/Ridge)

The purpose of the MOU is to maintain a provision of services relationship between the County of Ventura/Ventura County Behavioral Health (VCBH) and Oxnard School District (OSD). VCBH will work in partnership with OSD to provide community outreach at targeted school sites. VCBH will offer parent workshops and meet individually with OSD families to facilitate early identification and treatment with behavioral health services. VCBH will work in concert with school site staff to ensure proper delivery of VCBH services to OSD families.

FISCAL IMPACT:

Oxnard School District will not be charged for the services provided by VCBH.

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #16-127 with County of Ventura/Ventura County Behavioral Health.

ADDITIONAL MATERIALS:

Attached: Agreement/MOU #16-127, County of Ventura/Ventura County Behavioral Health (8 Pages)
Certificate of Insurance (2 Pages)

**MEMORANDUM OF UNDERSTANDING #16-127 BETWEEN
THE COUNTY OF VENTURA AND
THE OXNARD SCHOOL DISTRICT
FOR EDUCATION SUPPORT SERVICES**

This Memorandum of Understanding (“MOU”) is made and entered into between the Oxnard School District (hereinafter referred to as “District”) and the County of Ventura, through its Behavioral Health Department (hereinafter referred to as “VCBH”), collectively referred to as the “parties”.

Whereas, District desires to engage VCBH to provide services as described in Exhibit A – Description of Services, which is attached hereto and incorporated herein by this reference (“Services”); and

Whereas, VCBH has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this MOU.

NOW THEREFORE, it is agreed as follows:

1. **ARRAY OF SERVICES.** VCBH agrees to provide the Services at **Oxnard School District**.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this MOU is that of independent contractor. In performing the Services, VCBH shall at all times act and perform as an independent contractor of District, and not as a partner, joint venturer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. VCBH is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between VCBH and District, VCBH shall have complete control over the manner and method of performing the Services.

VCBH understands and agrees to independent contractor status. VCBH understands and agrees that acceptance of this MOU creates a rebuttable presumption that the officers, agents, employees, or subcontractors of VCBH are not entitled to coverage under the California workers’ compensation insurance laws, unemployment insurance, health insurance, pension plans, or any other benefits normally offered or conveyed to District employees. VCBH will be responsible for payment of all VCBH employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this MOU.

3. **NON-EXCLUSIVITY.**

- a. During the term of this MOU VCBH may, independent of its relationship with the District, without breaching this MOU or any duty owed to the District render services for any other entity.
- b. During the term of this MOU the District may, independent of its relationship with VCBH, without breaching this MOU or any duty owed to the VCBH, contract with other individuals and entities to render the same or similar services to the District.

4. **SERVICES.** VCBH shall provide District with the Services described on the “Description of Services” attached hereto and incorporated herein by this reference. The parties shall mutually agree to a schedule for providing the Services. VCBH shall use its best efforts to complete all phases of the Services according to such timetable.

5. **TIME OF PERFORMANCE.** The term of this MOU shall commence on September 22, 2016, and terminate on June 30, 2017. However, this MOU may be extended by mutual written consent for two additional fiscal years, from July 1, 2017 through June 30, 2019, with all other terms of the MOU remaining the same.

6. **PAYMENT AND EXPENSES.** There is no financial obligation on the part of the District to participate in this educational outreach program.

7. **ASSIGNMENT AND SUBCONTRACTORS.** VCBH shall not assign, sublet, or transfer this MOU or any rights or interest hereunder without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent VCBH from employing independent associates, subcontractors, and sub-consultants as VCBH may deem appropriate to assist in the performance of Services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this MOU shall be null and void, and of no force and affect. Any attempted assignment, sublet, or transfer in violation of this MOU shall be grounds for the District, in its sole discretion, to terminate the MOU.

8. **TERMINATION OR AMENDMENT.** This MOU may be terminated or amended in writing at any time by mutual written consent of the parties, and may be terminated by either party for any reason by giving the other party 30 days advance written notice. The parties to this MOU shall be excused from performance hereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this MOU shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:

- a. Personal delivery;
- b. Overnight commercial courier;
- c. Certified or registered prepaid U.S. mail, return receipt requested; or
- d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the VCBH as follows:

Oxnard School District
District

Ventura County Behavioral Health
VCBH

Attn: Robin Freeman

Attn: Elaine Crandall

1051 South A Street
Street Address

1911 Williams Drive, Suite 200
Street Address

Oxnard, California 93030
City, State, Zip Code

Oxnard, California 93036
City, State, Zip Code

- 10. **WARRANTY.** VCBH hereby warrants to District that the Services shall be performed in a professional and workmanlike manner consistent with the highest industry standards.
- 11. **ADDITIONAL WORK.** If changes in the Services are recommended by VCBH or the District, and informal consultations with the other party indicate that a change is warranted, the changes shall be implemented in the following manner:
 - a. A letter outlining the changes shall be forwarded to the District by VCBH with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this MOU shall be prepared by the District and executed by the parties before any performance of Services or the District shall not be required to pay for the increased cost incurred for the changes in the Services.

Any such amendment to the MOU shall not render ineffective or invalidate unaffected portions of this MOU.

- 12. **COMPLIANCE WITH LAWS.** VCBH hereby agrees that its officers, agents, employees, and subcontractors shall obey all local, state, and federal laws and regulations in the performance of this MOU, including, but not limited to minimum wage laws and/or prohibitions against discrimination.

VCBH and its officers, agents, employees and/or subcontractors shall secure and maintain in force for the full term of this MOU, at VCBH's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, and materials or supplies necessary for completion of the Services.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

VCBH represents and agrees that it does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

14. **PRIVACY.** VCBH and District acknowledge the protections afforded to student health information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub. L. No. 14-109, student records under the Family Educational Rights and Privacy Act (FERPA), 20 USC Section 1232g, and health and other records under provisions of state law relating to privacy. VCBH and the District shall ensure that all activities undertaken under this MOU conform to the requirements of these laws.

15. **INDEMNIFICATION.** VCBH agrees to defend, indemnify, and hold harmless District, its officers, directors, agents, and/or employees, from any and all third-party claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of VCBH or its officers, agents, employees, or volunteers whether or not such act or omission is authorized by this MOU. The provisions of this Section 15 do not apply to any damage or losses caused solely by the negligence of the District or its officers, agents, employees, volunteers and/or students.

District agrees to defend, indemnify, and hold harmless VCBH, its officers, agents, employees, or volunteers from any and all third-party claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of District or its officers, agents, employees, or volunteers whether or not such omission is authorized by this MOU. District assumes no responsibility whatsoever for any property placed on District premises by VCBH its agents, employees or intern(s). The provisions of this Section 15 do not apply to any damage or losses caused solely by the negligence of VCBH or its officers, agents, employees, or volunteers.

16. **INSURANCE.** VCBH and the District each recognize and accept that the other party is a public agency and is self-insured. Each party will maintain coverages commensurate with its activities under this MOU. Either party may, at that party's discretion, purchase commercial insurance to cover its exposure hereunder.

VCBH will provide the District with a certificate of insurance, or a substantially

equivalent document, showing evidence of its workers' compensation insurance coverage and general liability insurance coverage.

The District will provide VCBH with a certificate of insurance, or a substantially equivalent document, showing evidence of the District's workers' compensation insurance coverage and general liability insurance coverage.

17. **SAFETY AND SECURITY.** VCBH shall be responsible for ascertaining from the District all rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

VCBH and all subcontractors are required to comply with Education Code section 45125.1, fingerprint certification requirements. VCBH must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any Services for the District under this MOU.

18. **GOVERNING LAW AND VENUE.** VCBH hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This MOU and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This MOU shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this MOU, the action shall be brought in state or federal court situated in the County of Ventura, State of California, unless otherwise specifically provided for under California law. VCBH hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. VCBH further agrees to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.

19. **DISPUTE RESOLUTION.** VCBH and District agree that the following process will be used to address disputes arising under this MOU only after collaborative efforts have been attempted beginning at the lowest possible level.

By September 22nd of 2016, and for any extension of this MOU beyond 2017, VCBH and District will name a mutually agreed upon administrator of a Ventura County department or agency to mediate disputes using a process of facilitated communication through non-binding VCBH and District mediation. The parties will use the following process:

- A written notice of the request for dispute resolution, including a description of the concerns to be addressed, shall be forwarded by the party initiating the dispute to the non-initiating party.

- If the issue is not resolved within 5 business days, the party initiating the dispute shall request that the mediator be contacted to schedule a meeting between the parties.
- No later than 60 calendar days from the date the mediator is contacted, a resolution plan between the two parties will be developed.
- The responsible VCBH and District personnel shall assure the agreements included in the resolution plan are implemented.
- The costs for this process shall be shared equally between VCBH and District.

20. **NATURE OF AGREEMENT.** This MOU constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter hereof. There are no collateral understandings or representations or agreements other than those contained herein. This MOU represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This MOU may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.
21. **BINDING EFFECT.** This MOU shall inure to the benefit and shall be binding upon all of the parties to this MOU, and their respective successors in interest or assigns.
22. **WAIVER.** No claim or right arising out of a breach of this MOU can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
23. **THIRD PARTY RIGHTS.** Nothing in this MOU shall be construed to give any rights or benefits to anyone other than District and VCBH.
24. **SEVERABILITY.** The unenforceability, invalidity, or illegality of any provision(s) of this MOU shall not render the other provisions unenforceable, invalid, or illegal.
25. **PARAGRAPH HEADINGS.** The headings of the paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this MOU or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** VCBH represents and warrants that VCBH has all requisite power and authority to conduct its business and to execute, deliver, and perform this MOU. Each party warrants that the individuals who have signed this MOU have the legal power, right, and authority to make this MOU and to bind each respective party.

IN WITNESS WHEREOF, the parties have executed this MOU as of the date first written above.

OXNARD SCHOOL DISTRICT

District

COUNTY OF VENTURA

VCBH

By:

Signature

Signature

Name

Elaine Crandall

Name

Title

VCBH Director

Title

Date

Date

EXHIBIT A
DESCRIPTION OF SERVICES
OXNARD SCHOOL DISTRICT AND VCBH

District will:

1. Provide a primary contact for each of the five individual school sites in the 93033 zip code for direct communication with VCBH staff.
2. Establish monthly parent meetings at each of the designated school sites.
3. Work collaboratively with VCBH staff to reduce barriers to identification and treatment of mental illness and work with targeted support to individual communities within OSD where significant barriers to access are identified.
4. Provide access to staff development opportunities to educate faculty/staff/administration on mental health issues and VCBH.
5. Work in partnership with VCBH staff in community outreach and awareness activities.
6. Work in partnership with VCBH to serve children and families jointly through a shared model (“pyramid of interventions”) that incorporates the resources of each agency.
7. Provide information to VCBH staff regarding the treatment of students in line with the Family Educational Rights and Privacy ACT (FERPA) and the Health Insurance Portability and Accountability Act (HIPAA).
8. Work with VCBH staff to establish target goals for measurement of success and to gather and analyze and to plan in response to it.

VCBH will:

1. Coordinate with OSD by identifying a primary contact between each OSD school site and a VCBH staff member.
2. Provide and deliver a curriculum on mental health issues on a monthly basis at each designated school in the 93033 zip code at a regularly scheduled parent meeting.
3. Work collaboratively with OSD staff to reduce barriers to identification and treatment of mental illness and work with targeted support to individual communities within OSD where significant barriers to access are identified
4. Work in partnership with OSD staff in community outreach and awareness activities
5. Provide information to OSD staff regarding the treatment of students (in line with FERPA and HIPAA)
6. Work with OSD staff to establish target goals for measurement of success and to gather and analyze and to plan in response to it.
7. Provide educational information to OSD school sites regarding screening, diagnosis and treatment of mental illness for students and families.
8. Work in partnership with the OSD counseling team to ensure continuity and coordination of services.

Key Activities & Timeline:

- September 2016 – The parties will meet to begin planning for the model “Pyramid of Interventions”.
- September 2016 – Monthly parent meetings will begin at designated schools in the 93033 zip code.
- October 2016 – The parties will meet to identify barriers to access of care and identify local communities for targeted support.
- October 2016 – The parties will plan a series of joint outreach activities at selected District school sites in the 93033 zip code.
- October 2016 – VCBH will attend a meeting of school counselors to discuss the elements of the partnership as outlined in this MOU.
- November 2016 to June 2017 – The parties will maintain ongoing communication regarding the plan and implementation of the elements with this MOU.

June 27, 2016

Elizabeth Atilano
Executive Director
Ventura County Schools Self-Funding Authority
5189A Verdugo Way
Camarillo, CA 93012

RE: Defense and Indemnity Obligations Under Contract

Dear Ms. Atilano:

This letter serves to advise that the County of Ventura maintains a self-insured retention (SIR) of liability coverage of \$1.0 million. County agencies and local school districts often partner to provide services, necessitating the two entities to enter into agreements wherein the entities are obligated to extend coverage, defend, and indemnify, for the acts and/or omissions of their agents.

This confirms that the County will honor its obligation under the SIR, as it would had there been an insurance policy in force under which the school district would be an additional insured. Where your districts would ordinarily look for an additional insured endorsement to document that obligation, this letter serves the purpose of that endorsement, since there is no policy upon which to endorse within the SIR.

Thank you for your assistance in mutually developing this understanding. Should you have any questions or concerns, I remain available.

Sincerely,



Chuck Pode
Senior Deputy Executive Officer/Risk Manager
Risk Management

CERTIFICATE OF LIABILITY COVERAGE

DATE
(MM/DD/YYYY)
07/01/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY TO AUTHORIZED VIEWERS FOR THEIR INTERNAL USE ONLY AND CONFERS NO RIGHTS UPON ANY VIEWER OF THIS CERTIFICATE. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE DESCRIBED BELOW.

INSURED The County of Ventura Attn: Risk Management 800 S. Victoria Avenue, #1970 Ventura, CA 93009 (805) 654-3197	ENTITIES AFFORDING COVERAGE
PRODUCER / CONSULTANT Chivaroli & Associates, Inc. 200 N Westlake Blvd #101 Westlake Village, CA 91362 (805) 371 - 3680	A: The County of Ventura B: C: D: E:

COVERAGES

THIS IS TO CERTIFY THAT THE COUNTY OF VENTURA IS A GOVERNMENTAL ENTITY THAT HAS A SELF-FUNDED RETENTION FOR LIABILITY DESCRIBED BELOW, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY WRITTEN CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY PERTAIN. THIS SELF-FUNDED PROGRAM IS SUBJECT TO ALL PROVISIONS OF THE COUNTY OF VENTURA BYLAWS.

CO LTR	TYPE OF COVERAGE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR _____ _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Self-Insured	07/01/2016	07/01/2017	EACH OCCURRENCE \$1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000				
	MED EXP (Any one person) \$1,000,000				
	PERSONAL & ADV INJURY \$1,000,000				
	GENERAL AGGREGATE \$1,000,000				
	PRODUCTS - COMP/OP AGG \$1,000,000				
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

Evidence of coverage as respects the operations of the named insured. The Ventura County Schools Self-Funding Authority and its member districts are included as additional covered parties as required by written contract or agreement and in connection with services provided by the County of Ventura and its departments and in connection with the activities where the County of Ventura and its departments use school facilities under Education Code sections 38130 through 38139, the Civic Center Act.

CERTIFICATE HOLDER

Ventura County Schools Self-Funding Authority
 5189A Verdugo Way
 Camarillo, CA 93012-8653

CANCELLATION

SHOULD THE COUNTY OF VENTURA ELECT TO DISCONTINUE SELF-INSURING ITS LIABILITIES, THE COUNTY OF VENTURA WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OF ANY KIND UPON THE COUNTY OF VENTURA, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: 9/21/16

- A. Preliminary Study Session: _____
- B. Hearing: _____
- C. Consent Agenda _____ Agreement Category:
 - _____ Academic
 - _____ Enrichment
 - _____ Special Education
 - _____ Support Services
 - Personnel
 - _____ Legal
 - _____ Facilities
- D. Action Items _____
- E. Report/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Approval of Agreement #16-122 – California Lutheran University (Vaca)

OSD and California Lutheran University will establish a partnership to provide clinical experience through supervised teaching to students enrolled in the Multiple Subject, Single Subject, and Special Education (mild to moderate, moderate to severe, and deaf and hard of hearing) initial teaching credential. Oxnard School District will provide suitable clinical learning experience and supervision for the interns.

FISCAL IMPACT:

District will pay California Lutheran University Interns on the Certificated salary schedule from the Unrestricted General Fund.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services, that the Board of Trustees approve Agreement #16-122 with California Lutheran University.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-122, California Lutheran University (7 Pages)
Certificate of Insurance (2 Pages)

California Lutheran

UNIVERSITY

TEACHING INTERNSHIP CONTRACT

This Agreement is made between California Lutheran University (CLU) and Oxnard School District (EMPLOYER)

RECITALS

A. CLU has established an approved program of special training entitled the Intern Program , to provide clinical experience through supervised teaching to students enrolled in the Multiple Subject, Single Subject and Education Specialist (mild to moderate, moderate to severe and deaf and hard of hearing) initial teaching credential programs (the "Program").

B. Program requires supervision and facilities provided by the Oxnard School District (EMPLOYER) where students can obtain the clinical learning experience required in the curriculum; and

C. The Oxnard School District (EMPLOYER) provides the clinical setting, supervision, and equipment needed by Program Interns as part of their practical learning experience.

TERMS

In consideration of the mutual promises and conditions in this Agreement and for good and valuable consideration, CLU and the Oxnard School District (EMPLOYER) agree as follows:

1.0 Obligations of the Employer.

1.1 EMPLOYER will provide suitable clinical learning experience and supervision for the intern. The intern is recognized as an employee of the EMPLOYER.

1.2 EMPLOYER will permit, on reasonable request, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of CLU's program.

1.3 EMPLOYER agrees to not reduce an intern's salary by more than 1/8 of the intern's total salary to pay for support and mentoring personnel and that the salary not be less than the minimum base salary paid to a regularly certificated person.

1.4 EMPLOYER agrees to provide support personnel for the intern. Support personnel must have the following minimum qualifications:

- a. Valid corresponding credential
- b. At least three full years of successful teaching experience
- c. EL authorization (if providing EL support)

1.5 EMPLOYER agrees that if the intern salary is reduced, no more than eight interns may be mentored by one qualified support person.

1.6 EMPLOYER agrees that no appropriately certificated employee will be displaced by the use of any intern and that the EMPLOYER is unable to fill the necessary position with a qualified certificated employee for which this internship credential is being implemented.

1.7 EMPLOYER agrees to have on file procedures for assignment and evidence of paying the support personnel assigned to intern.

1.8 The EMPLOYER agrees that the rationale for implementing and participating in the California Lutheran University Teaching Internship Credential Program is to provide appropriately trained personnel to meet the educational needs of the students within the Oxnard School District (EMPLOYER). This includes:

- a. providing sufficient resources for the intern to perform their job
- b. providing protected time for the EMPLOYER-provided support personnel to work with the intern within the school day
- c. Identify time and frequency of support and clearly define the expectations for support.
- d. Collaboratively developing an *Intern Support Plan (ISP)* **prior** to the intern beginning his/her teaching assignment. The ISP will detail how the intern will receive 144 hours of supports, and 45 additional hours of English Learner support during each year of assuming the role of “teacher of record.” The ISP will be revised as needed in collaboration with all partners. The ISP will be kept jointly by the EMPLOYER and CLU.

1.9 The EMPLOYER has advised and consulted with the exclusive representative of the applicable employees in this area.

1.10 EMPLOYER shall provide all equipment and supplies needed for clinical instruction at Facility.

1.11 EMPLOYER shall arrange for emergency care in case of illness or accident to any participating intern including workers compensation insurance.

1.12 Terms of employment, including the evaluation process of site support is clearly defined for the intern.

1.13 EMPLOYER will identify an individual who is immediately available to assist the intern with planning lessons that are appropriately designed and differentiate

for English learning students. This support person(s) will provide mentorship for assessing language needs and progress, and to support language accessible instruction through in-classroom modeling and coaching as needed. (may be the same mentor as the support personnel providing the individual holds a credential with an EL authorization).

1.14 EMPLOYER will instruct the support personnel to assist the intern in maintaining an Intern Support Log (provided by the University) to document no fewer than **144** hours of general support and **45** hours of English learner support.

2.0 Obligations of CLU.

2.1 CLU will ensure that the intern meets all CTC pre-service requirements in order to qualify for an intern program.

2.2 CLU will work with the facility to develop a professional plan that includes:
a. provisions for ongoing evaluation of the EMPLOYER intern
b. description of the courses and other requirements to be completed by the intern

2.3 CLU will provide supervision of the intern according to a prescribed plan (ISP). University supervisor qualifications will include:
a. current knowledge of the content area being supervised
b. ability to model best professional practices in teaching and learning.
c. knowledgeable about diverse abilities, cultural, language, ethnic and gender diversity
d. thorough grasp of the academic standards, frameworks, and accountability systems that drive curriculum.

2.4 CLU will provide and maintain the records and reports necessary for conducting the students' internship experience.

2.5 CLU will prohibit the publication by the intern, faculty, and staff members of any material relative to their clinical learning experience that has not been approved for release for publication by both Facility and CLU.

2.6 CLU will provide the EMPLOYER with a description of the internship program, curriculum and objectives to be achieved.

2.7 Instructors and interns at CLU will abide by the rules and policies of EMPLOYER while using its facilities.

2.8 CLU will provide its University Supervisors with ongoing support and training regarding the mentoring process and the documentation process necessary for the intern program.

2.9 CLU will identify the time and frequency of observations and coaching to the intern and the EMPLOYER. Visits to the site by the University Supervisor will include in-classroom observations and in-classroom coaching.

2.10 CLU will support collaboration between the EMPLOYER appointed support provider and the university supervisor.

3.0 Term.

3.1 This agreement will commence on September 2², 2016, and is valid for five years. (or if changes are required for CTC regulations or standards)

4.0 Application of EMPLOYERs Rules.

The intern will be under the jurisdiction of the EMPLOYER for training purposes and will follow facility rules to the extent that such rules directly relate to the internship. CLU interns will be expected to conduct themselves in a professional manner such that their attire and their appearance conform to the accepted standards of Facility.

5.0 Reservation of Rights: Placement.

CLU and the EMPLOYER each reserve the right to withhold or withdraw the placement of Program students depending upon the availability of facilities and qualified support personnel to adequately provide a satisfactory field experience.

6.0 Insurance Hold Harmless.

6.1 CLU agrees to defend, indemnify, and hold harmless the EMPLOYER, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of CLU or those of any of its officers, agents, employees, or students , but only in proportion to and to the extent that such claims, demands, losses, damages and expenses, legal fees and costs, other obligations or claims, or any subject of this Agreement. CLU is also held harmless for worker's compensation, EMPLOYER taxes and withholding, and any other financial costs related to employment of EMPLOYER employees.

EMPLOYER agrees that it will indemnify and hold harmless CLU, its servants, agents and employees, and any students acting as such, from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from injury to person(s) or personal property or otherwise which arises out of the act, failure to act, or negligence of EMPLOYER, its servants, agents, or employees, in connection with or arising out of the activity which is the subject of this Agreement. EMPLOYER is also held harmless for workers compensation, CLU taxes and withholding, and any other financial costs

related to employment of CLU employees.

6.2 Each party to this Agreement shall provide and maintain Worker's Compensation including employer's Liability Insurance as required under the law of the State of California. In addition, each party shall provide and maintain at its own expense a program of insurance covering its activities and operations, herunder, with respect to the acts and omissions of each respective party's employees, interns, agents, and/ or students, which shall include but limited to; (1) comprehensive general liability; and (2) professional liability. The general liability insurance shall have a minimum coverage of US \$1,000,000 per occurrence and US \$3,000,000 aggregate. The professional liability insurance shall carry a single limit of not less than US \$1,000,000 per occurrence and US \$3,000,000 aggregate.

7.0 Laws, Rules, and Regulations; Non-Discrimination.

7.1 EMPLOYER and CLU agree that neither will discriminate against any individual on the basis of age, sex, race, creed, color, sexual orientation, religious belief, national or ethnic origin, disability, marital status, status as a disabled veteran, or veteran of the Vietnam era, and that Facility agrees to comply with all nondiscriminatory laws and policies that CLU promulgates and to which CLU is subject.

7.2 EMPLOYER agrees that it will abide by all applicable executive orders, federal, state and local laws, rules and regulations in effect as of the date of this Agreement, and as they may change or be amended from time to time, including, but not limited to, compliance with the Americans with Disabilities Act.

7.3 CLU shall be responsible for ascertaining from the EMPLOYER all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present. The Intern is required to comply with Education Code section 45125.1, Fingerprint certification requirements. CLU must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the EMPLOYER under this Agreement. The Intern is required to comply with Education Code section 49406, Examination for tuberculosis requirements. CLU must cause to be on file with the EMPLOYER a certificate from the examining physician showing the Intern has been examined and found free from active tuberculosis.

8.0 Use of Name; Advertising.

Neither party shall use the other's name or any corporate or business name which is reasonably likely to suggest that the two parties are related, without first obtaining the written consent of the-other-party.

9.0 Termination

Either party may terminate this agreement upon 30 day's written notice to the other party except if CLU's termination of this agreement is based on lack of funding, or

it is discovered that site supervision is not being provided in accordance with this agreement; the 30 days' notice shall not apply. The notice required under this clause shall be sent by registered mail.

10.0 Non-Assignment and Subcontracting.

Employer shall not assign, transfer, or contract for the furnishing of services to be performed under this Agreement without the written approval of CLU.

11.0 Entire Agreement; Modification.

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may be modified only by a writing signed by both parties.

12.0 Governing Law.

This Agreement shall be governed by and construed under the laws of the State of California, which shall be the forum for any lawsuit arising from or incident to this Agreement.

13.0 Consideration.

Under the terms of this Agreement, neither party provides any compensation to the other party for services rendered under this agreement.

14.0 Severability.

In the event one or more clauses of this Agreement are declared illegal, void or unenforceable, that shall not affect the validity of the remaining portions of this Agreement.

15.0 Waiver.

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from the Agreement shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Agreement unless specifically agreed in writing.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed

this Agreement on this _____ day of _____, 2016.

California Lutheran University:
(Employer)

Oxnard School District:

By: _____
(Signature)

By: _____
(Signature)

Karen Davis
(Printed Name)

Lisa A. Franz
(Printed Name)

V.P. for Administration & Finance
(Title)

Director, Purchasing
(Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/22/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1-312-648-0914 College Risk Retention Group, Inc. 100 Bank Street Suite 610 Burlington, VT 05401	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: certificates@eiaa.org <table style="width:100%; border-collapse: collapse;"> <tr> <th style="width:80%;">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: COLLEGE RRG INC</td> <td>13613</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: COLLEGE RRG INC	13613	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B:															
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INSURER D:															
INSURER E:															
INSURER F:															
INSURED California Lutheran University 60 West Olsen Road Thousand Oaks, CA 91360-2787															

COVERAGES **CERTIFICATE NUMBER:** 47625624 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			GL090116	09/01/16	09/01/17	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE \$ 3,000,000	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$	
	<input type="checkbox"/> ANY AUTO		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS		<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB						EACH OCCURRENCE \$	
	<input type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER	
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> Y/N N/A				E.L. EACH ACCIDENT \$	
							E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of General Liability maintained by the above Insured Institution for: Its activities and operations during the policy term; Obligations of the Insured under a lease or rental agreement; Use of facilities by the insured during the policy term; Students in practicum while participating within the scope of their curriculum requirements and assignments; Contractual Liability; Oxnard School District its officers, agents, employees, and/or volunteers are named as Additional Insured as their interest may appear as required by written contract. Coverage includes sexual misconduct RE: PDS Partnership

CERTIFICATE HOLDER Oxnard School District Risk Management Department 1051 South A Street Oxnard, CA 93021 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Effective March 25, 2009 128 higher education institutions affiliated with either the United Methodist Church, the Evangelical Lutheran Church in America, the Presbyterian Church (USA) or the American Baptists Churches, organized a new insurance company, College Risk Retention Group, Inc. under the Federal Liability Risk Retention Act of 1986. The Federal Act permits like insureds to combine their resources for the purpose of underwriting and insuring their liability risks.

The enclosed certificate identifies College Risk Retention Group, Inc. as the general liability insurer for primary limits of \$1 Million per occurrence and \$3 Million aggregate. Lexington Insurance Company (A. M. Best Rating AXV) supports College Risk Retention Group, Inc. as the reinsurer. Lexington Insurance Company is also the underwriter for the excess liability coverage over College Risk Retention Group, Inc.

As you may be unfamiliar with evidences of insurance from risk retention groups we welcome any questions you may have regarding the attached certificate of insurance. Should you need any further information regarding the renewal certificate please do not hesitate to contact our administrator's office. Following is the contact information:

Educational & Institutional Insurance Administrators, Inc.
200 S. Wacker Drive, Suite 1000
Chicago, IL 60606
(800) 537-8410
E-mail: certificates@eia.org

BOARD AGENDA ITEM

Name of Contributor: Dr. Morales/Lisa Cline

Date of Meeting: September 21, 2016

STUDY SESSION _____

CLOSED SESSION _____

SECTION A: PRELIMINARY _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____

Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

Facilities

SECTION D: ACTION _____

SECTION E: REPORTS/DISCUSSION _____

SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

APPROVAL OF PREQUALIFIED FIRMS FOR CEQA/DTSC COMPLIANCE SERVICES (Morales/Cline/CFW)

In 2013, the Oxnard School District (District) created a pool of prequalified firms to provide a variety of professional services related to the District's Facilities Implementation Program pursuant to identified scopes of work.

In August 2016, the District issued a Request for Qualifications to renew and replenish the pool of firms available to provide the scope of work specific to California Environmental Quality Act (CEQA) and Department of Toxic Substances Control (DTSC) compliance services.

The purpose of this agenda item is to renew and replenish the pre-qualified list of the District's firms that may provide these services. The selection of these firms and inclusion on the prequalified list does not guarantee project specific assignments. Upon approval of this item, the firms will be pre-qualified and asked to submit proposals for specific projects. The District has reserved the right to assign firms at its discretion.

Interested firms were requested to submit a letter of interest and statement of qualifications detailing the firm's experience and expertise for the desired CEQA/DTSC Compliance services, and a standard fee schedule. Firms who were previously prequalified in 2013 were simply requested to provide a letter indicating their desire to remain on the list of prequalified firms to retain their prequalified status.

Based on responses received, the following is the list of recommended prequalified firms to provide CEQA/DTSC compliance services:

1. ATC Group Services LLC
2. BSI EHS Services and Solutions
3. **Tetra Tech, Inc.**
4. **Rincon Consultants, Inc.**
5. Terraphase Engineering Inc.

6. PLACEMAKERS

7. **LSA Associates, Inc.**

The firms in bold were previously pre-qualified and have indicated their interest to remain on the list of prequalified firms.

A 2016 standard form of Master Services Agreement to provide CEQA/DTSC compliance services is attached for reference. At this time, the District is requesting approval from the Board of the form of the Master Services Agreement for CEQA/DTSC compliance services as attached and to authorize the District's Superintendent to enter into master agreements with the above listed prequalified firms.

FISCAL IMPACT

None.

RECOMMENDATION

It is the recommendation of the Superintendent and the Deputy Superintendent, Business and Fiscal Services, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve the recommended list of prequalified firms to provide CEQA/DTSC compliance services and authorize the Superintendent to enter into master agreements with the identified prequalified firms.

ADDITIONAL MATERIAL

Attached: 2016 Form of Master Agreement for CEQA/DTSC Services (30 pages)

**OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
(MASTER AGREEMENT – CEQA/DTSC COMPLIANCE)**

This Agreement for Consultant Services (“Agreement”) is entered into as of this ____ day of _____, 2016 by and between the **Oxnard School District** (“District”), with offices located at 1051 South A Street, Oxnard, CA 93030, and _____ (“Consultant”) with a business address at _____. District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Qualifications, the performance of certain services, with the precise scope of work to be specified at the time of assignment of work.

B. Following submission of a Statement of Qualifications for the performance of services, Consultant was prequalified by District to perform services on behalf of District that may be assigned, or not assigned, at the District’s sole discretion.

C. The Parties desire to formalize the prequalification of Consultant for performance of services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
2. **Master Agreement.** This Agreement sets forth the basic terms and conditions between District and Consultant. It may be supplemented from time to time with an individual Work Authorization Letter (“WAL”) which shall be considered an amendment to this Agreement, and which shall be subject to all the terms and conditions of this Agreement, and any further terms and conditions as set forth in the WAL.
3. **Scope of Services.** The scope of Services to be assigned to Consultant pursuant to a WAL is further defined in **Exhibit F – Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed prequalified by District as described in this Agreement.
4. **Agreement, Scope of Work, and Assignment of Projects.** District may, from time to time, and at the sole discretion of District, assign to Consultant specific services to be performed by Consultant (the “Services”) pursuant to a WAL. The WAL assignment procedure and associated forms are set forth in **Exhibit A**, which is attached hereto. This Agreement, together with the WAL, sets forth the terms and conditions pursuant to which Consultant will perform such Services on behalf of District. The WAL

shall particularize and describe, among other things, such project(s) for which Consultant is to perform Services, such Services to be performed by Consultant at such project(s), the timeline for the performance of such Services, and the compensation to be paid to Consultant for the performance of such Services.

5. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from _____, 2016 through _____, 2021 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term. Such agreement for extension shall be based upon the showing of good and sufficient cause by Consultant that such extension(s) shall be granted. District shall not be obligated to compensate Consultant for any additional costs if such an extension has been granted to this Agreement. Any provision for additional compensation shall be accommodated via the WAL process as indicated in **Exhibit A**.
6. **Time for Performance.** The scope of the Services set forth in the WAL shall be completed during the Term pursuant to the schedule specified in the WAL. If Services indicated in the WAL cannot be completed within the schedule set forth in the WAL, or if the schedule exceeds the Term of this Agreement, it is the responsibility of Consultant to notify District at least ninety (90) days prior to the expiration of either, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in Default as provided below. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
7. **Additional Services.** Additional Services are services in addition to the Services set forth in the WAL that are provided by Consultant pursuant to a written request by District. Additional Services will require a written request or pre-authorization in writing by District following specific approval of such services by the District Board of Trustees. It is understood and agreed that Consultant shall not perform any Additional Services unless and until Consultant receives specific written approval for such Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant’s discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.
8. **Compensation and Method of Payment.** This Agreement does not guarantee that District will issue a WAL to Consultant nor does this Agreement guarantee any compensation to Consultant. This Agreement does not create any obligation on the part of District to compensate Consultant absent a WAL indicating compensation due to Consultant once Services are performed. Specific compensation and payment amounts, including approved reimbursable expenses, shall be set forth in the WAL. However, it is understood and agreed that the compensation to be paid to Consultant shall not be in excess of or exceed the rates set forth in Exhibit **B**, “Compensation”.

- a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month for Services performed pursuant to a WAL. The invoice shall clearly indicate the assigned project, the approved WAL, and shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and the WAL. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.
- b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- c. Payment to Consultant for work performed pursuant to this Agreement and a WAL shall not be deemed to waive any defects in work performed by Consultant.

9. Responsibilities of Consultant:

- a. Consultant shall perform all Services as indicated in this Agreement and the WAL to the satisfaction of District.
- b. The specific Services of Consultant to be performed shall be indicated in the WAL.
- c. Consultant hereby represents and warrants that (a) it is an experienced consultant in the discipline(s) identified in **Exhibit F**, having the skill and the legal and professional ability and the flexibility necessary to perform all of the Services required under this Agreement; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with all current laws, rules, regulations and other restrictions which are and may become applicable to the scope of Services under this Agreement, including but not limited to all local ordinances, building codes, and requirements of all Authorities Having Jurisdiction (AHJ) including but not limited to the Division of State Architect (DSA), the Office of Public School Construction (OPSC), the State Facilities Planning Division (SFPD), California Department of Education (CDE), the California Department of General Services (DGS), the Department of Toxic Substances Control (DTSC), the California Environmental Quality Act (CEQA), Title 24 of the California Code of Regulations, the California Education Code, State and Local Fire Authorities, air quality districts, water quality and control boards, and any/all other AHJ; (d) that it will assume full responsibility for all Services performed and all work prepared and furnished to District by its employees, agents, and subconsultants; (e) that it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the schedule set forth in the WAL; and (f) that it certifies and covenants that all reports, certifications, studies, analyses, and other documents prepared by Consultant shall be prepared in accordance with all applicable laws, rules, regulations, and other requirements in effect at the time of their preparation, or required at their time of submittal to District and or agencies.
- d. Consultant shall follow accepted industry standards and practices and comply with all federal, state, and local laws and ordinances applicable to the Services required by this Agreement and the WAL.

10. Responsibilities of District.

- a. District will prepare and furnish to Consultant upon Consultant's request, such information as is reasonably necessary to the performance of the Services required under this Agreement and the WAL. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District's possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the Program Manager. Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.
 - b. If needed by Consultant, District shall provide information as to the requirements and educational program for each project assigned by a WAL, including approved budget and schedule limitations.
 - c. District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.
 - d. District shall facilitate and coordinate cooperation amongst and between District staff and Consultant, as required to complete the Services.
 - e. District shall provide for the timely approval and execution of the WALs, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.
11. **Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, the WAL, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.
12. **Termination.** This Agreement, the WAL, or the Services may be terminated at any time by mutual agreement of the Parties or by either Party as follows:
- a. District may terminate all or a portion of this Agreement, the WAL, or the Services without cause at any time by giving ten (10) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
 - b. District may terminate all or a portion of this Agreement, the WAL, or the Services for cause in the event of a Default by giving written notice pursuant to Section 15, below; or
 - c. Consultant may terminate this Agreement or the WAL at any time upon thirty (30) calendar days written notice if District fails to make any undisputed payment to Consultant when due and such failure remains uncured for forty-five (45) calendar days after written notice to District.

13. **Similar or Identical Services.** In the event that this Agreement, the WAL, or any of the Services are terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District.
14. **Inspection and Final Acceptance.** District acceptance of any of work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions of this Agreement or the WAL including, but not limited to, indemnification and insurance provisions.
15. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement or the WAL constitutes a Default. District may terminate all or any portion of this Agreement, the WAL, or the Services for cause in the event of a Default. The termination shall be effective if Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecutes such cure to the satisfaction of District. If Consultant has not cured the Default, District may hold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement or the WAL.
 - a. In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of WAL.
16. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement or the WAL (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Upon completion, expiration or termination of this Agreement or the WAL, Consultant shall turn over to District all such Documents.
17. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement or the WAL any Documents, Consultant's guarantees and warranties related to Standard of Performance under this Agreement or the WAL shall not extend to such use of the Documents.
18. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of Services pursuant to this Agreement or the WAL for a minimum of four years after termination or expiration of this Agreement and the WAL, or longer if required by law. Such records shall include at minimum a detailed record of daily performance, staff time records, subconsultants time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement or the WAL for a minimum of four years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the Services provided by Consultant pursuant to this Agreement or the WAL.

b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

19. **Independent Contractor.** Consultant is retained as an independent contractor and is not employed by District. No employee or agent of Consultant shall become, or be considered to be, an employee of District for any purpose. It is agreed that District is interested only in the results obtained from the Services under this Agreement and the WAL and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement and the WAL. Consultant shall complete this Agreement and the WAL according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by District except as to results of the Services. Consultant shall provide all of its own supplies, equipment, facilities, materials, manpower, and any/all other resources that may become necessary in the course of completing the Services. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits. Consultant will be responsible for payment of all of Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payments under this Agreement or the WAL.

a. The personnel performing the Services under this Agreement and the WAL on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District.

b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

20. **Standard of Performance.** Consultant represents and warrants that it has the skill, qualifications, experience and facilities necessary to properly perform the Services required under this Agreement and the WAL in a thorough, competent and professional manner. Consultant represents and warrants that its employees and subcontractors have all legally required licenses, permits, qualifications and approvals necessary to perform the Services and that all such licenses and approvals shall be maintained throughout the term of this Agreement and the WAL. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services

described herein and the WAL. In meeting its obligations under this Agreement and the WAL, Consultant shall employ, at a minimum, the standard of care utilized by persons engaged in providing services similar to those required of Consultant under this Agreement and the WAL for California school districts in or around the same geographic area of District (the “Standard of Performance”).

21. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement and the WAL shall be considered confidential (“confidential information”). Consultant shall not release or disclose any such confidential information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with confidential information:

a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the WAL or the Services performed hereunder or the WAL.

b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

22. **Conflict of Interest; Disclosure of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant’s performance of the Services under this Agreement or the WAL. Consultant further covenants that in the performance of this Agreement and the WAL, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of District. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement and the WAL.

a. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that it has received and reviewed a copy of the Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E and that it [____] does [X] does not qualify as a “designated employee”; and (ii) agrees to notify District, in writing, if Consultant believes that it is a “designate employee” and should be filing financial interest disclosures, but has not been previously required to do so by District.

_____ (Initials)

23. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any

elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

a. Without limiting the generality of the foregoing, Consultant, unless exempted, shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with District's pupils. Consultant must complete District's certification form, attached herein as Exhibit E, prior to any of Consultant's employees coming into contact with any of District's pupils. Consultant also agrees to comply with all other operational requirements of District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

_____ (Initials)

24. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ "unauthorized aliens" as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or Services covered by this Agreement or the WAL, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.
25. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement or the WAL.
26. **Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement
27. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement and the WAL. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement and the WAL. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or any portion of the WAL or the performance of any of Consultant's duties, Services or obligations under this Agreement or the WAL without the prior written consent of District and approved by District's Board of Trustees. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement and the WAL entitling District to any and all remedies at law or in equity, including summary termination of this Agreement and the WAL.
28. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement and the WAL, but only with the prior written consent of District. Consultant shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Consultant's subcontractors, as if the acts and omissions were performed by Consultant directly.

29. **District Administrator.** **Lisa Franz** shall be in charge of administering this Agreement on behalf of District, (the “Administrator”) provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed **Exhibit D** “Conflict of Interest Check” attached hereto.

30. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement and the WAL.

a. Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement and the WAL.

31. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend and indemnify District and its officials, elected board members, employees and agents (“Indemnified Parties”) from and against all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, consultants, subcontractors, or agents, pursuant to this Agreement and/or the WAL, but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of any of the Indemnified Parties.

a. Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor retained or employed by Consultant in the performance of this Agreement and the WAL. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. Consultant’s obligation to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement and the WAL.

_____ (Initials)

32. **Insurance.** Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit C** “Insurance” and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent.

33. **Notices.** All notices required or permitted to be given under this Agreement or the WAL shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Superintendent
Re: [Insert Project Name]

With electronic copy to: Caldwell Flores Winters, Inc.

Oxnard School District Program Manager
6425 Christie Ave., Suite 270
Emeryville, California 94608
Attention: Yuri Calderon
T: 510-596-8170
Email: ycalderon@cfwinc.com

To Consultant: _____

Attention: _____
T: _____
Email: _____

All notices, demands, or requests to be given under this Agreement or the WAL shall be given in writing and conclusively shall be deemed received when delivered in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; (iii) on the date it is accepted or rejected if sent by certified mail; and (iv) the date it is received if sent by regular United States mail.

- 34. **Excusable Delays.** Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.
- 35. **Entire Agreement; Binding Effect.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by District's Board of Trustees. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
- 36. **Amendment.** No changes, amendments to or modifications of this Agreement or the WAL shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
- 37. **Waiver.** Waiver by any Party of any term, condition, or covenant of this Agreement or the WAL shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement or the WAL shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement or the WAL. None of the provisions of this Agreement or the WAL shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement or the WAL shall be construed to operate as a waiver of any rights under this Agreement or the WAL, and Consultant shall remain liable to District in

accordance with this Agreement and the WAL for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination of this Agreement and the WAL.

- 38. **Governing Law.** This Agreement and the WAL shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, the WAL or the Services, venue in state trial courts shall lie exclusively in the County of Ventura, California.
- 39. **Severability.** If any term, condition or covenant of this Agreement or the WAL is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement and the WAL shall not be affected thereby and the Agreement and WAL shall be read and construed without the invalid, void or unenforceable provision(s).
- 40. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, District and Consultant have executed and delivered this Agreement for consultant services as of the date first written above.

OXNARD SCHOOL DISTRICT

CONSULTANT

Signature

Signature

Lisa A. Franz, Director of Purchasing
Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

Not Project Related

Project #____-____

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-131


WORK AUTHORIZATION PROCEDURES

1. Assignment of Work Authorization

- 1.1. Request For Proposal (RFP): At the sole discretion of District, one or more prequalified professional services consultants shall be solicited with a Request For Proposal (“RFP”) for a specific lump sum fixed fee proposal for defined Services to be complete within a defined timeline. For a proposal to be valid it must clearly acknowledge the complete Services requested by District and must include a lump sum fixed fee amount to complete all defined Services, a clearly defined schedule for completion of Services which meets the required timeline defined by District and shows final completion to occur within the Term of this Agreement.
- 1.2. Evaluation of Proposal: District’s Program Manager, in consultation with District, shall review each proposal for validity, accuracy, competitiveness, and overall quality of the Services proposed to be performed. In the case where more than one firm is solicited for a scope of defined Services, the Program Manager shall evaluate each proposal thoroughly based on predetermined, objective criteria to ensure a just and fair review of all proposals.
- 1.3. Selection of Consultant: Following evaluation of proposals, the consultant whose proposal exhibits the best value for the benefit of District shall be recommended to the Superintendent for approval.
- 1.4. Work Authorization Letter (WAL): With the approval of the District Superintendent, the Program Manager shall issue a Work Authorization Letter (“WAL”) to the selected consultant to perform the defined Services as indicated in the RFP, for the lump sum fixed fee amount reflected in the proposal, with all Services to complete within the timeline indicated in the RFP, and the Term set forth in this Agreement. District retains the right to negotiate all terms of the WAL subsequent to the receipt of proposal(s) in order to clarify the scope of Services, and/or make any adjustments to the fee amount and required schedule prior to issuance of the WAL. The WAL shall be considered a binding agreement, and amendment to this Agreement, once executed by Consultant, approved by the District Board of Trustees, and executed by the Superintendent.
- 1.5. Performance of Services Set Forth in the WAL: Performance of Services set forth in the WAL shall not commence until final approval by the District Superintendent and Board of Trustees, unless expressly authorized by the District Superintendent and Program Manager. During the course of completing the Services, Consultant shall comply will all provisions of this Agreement and the WAL. All Services set forth in the WAL shall be completed within the schedule set forth in the WAL.
- 1.6. Close Out of WAL Services: Upon completion of all Services required by the WAL, Consultant shall submit all required close-out documentation, certifications, records, reports, warranties, and any other information required or requested by District prior to submitting Consultant’s invoice for final payment.
- 1.7. WAL Form: See next page for sample Work Authorization Letter.

Not Project Related

Project # ___ - ___

		WORK AUTHORIZATION LETTER (WAL)	
GENERAL INFORMATION			
PROJECT #:		DATE:	
SITE NAME:		DSA #:	
MASTER AGREEMENT #:		OPSC #:	
WAL #:		VENDOR ID:	
PURSUANT TO MASTER AGREEMENT BETWEEN:			
DISTRICT		CONSULTANT	
OXNARD SCHOOL DISTRICT 1051 South A. St. Oxnard , CA 93030 (805) 385-1501		Firm Name: Street: City, State, Zip: Phone:	
SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL			
(ATTACH ADD'L PAGES AS NECESSARY)			
SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL			
START DATE:		COMPLETION DATE:	
FIXED FEE AMOUNT: _____			
<i>This fee amount is based upon Consultant's proposal dated _____, and subsequent negotiations mutually agreed to by all parties.</i>			
<i>This WAL is inherently a part of the Master Agreement indicated above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i>			
<i>This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's proposal, and such terms, conditions, and other provisions are null and void and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.</i>			
IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:			
DISTRICT		CONSULTANT	
OXNARD SCHOOL DISTRICT		CONSULTANT:	
(SIGNATURE)	(DATE)	(SIGNATURE)	(DATE)
FOR DISTRICT USE ONLY			
PROJECT MANAGER:		PREPARED BY:	
PO #:		PO AMOUNT:	
SOURCE OF FUNDS:	<input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input type="checkbox"/> OTHER: _____		
COST ID:			
(PM APPROVAL SIGNATURE)	(DATE)		
SPECIAL INSTRUCTIONS:			

Not Project Related

Project # ___-___

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES # ___-___

COMPENSATION & RATE/FEE SCHEDULE

- I. The following rates of pay shall apply in the performance of the Services under this Agreement and the WAL:**

[To be provided by Consultant]

- II. Consultant may utilize subcontractors as permitted in the Agreement and the WAL. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above, unless other direction is provided with written authorization from District Superintendent or his/her designee.**

- III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement and the WAL, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement and the WAL. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:**

A. Travel and Mileage. Consultant must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Consultant's office to District's office or to the subject project site will not be approved for reimbursement.

B. Reimbursable Reprographic Services. Print sets or copies requested in writing by District beyond the quantities required under the WAL.

C. Fees for Subcontractors. Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement and the WAL.

D. Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.

- IV. Consultant shall provide to District a complete Schedule of Values (SOV), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District. See Exhibit G for required Invoice Approval Form and Billing Cover Sheet. The Billing Cover Sheet shall reflect the approved SOV. In connection with Services that are only partially completed at the time an invoice is paid, notwithstanding any provision of the Agreement, the WAL, or any other document, payment of the invoice does not constitute acceptance of the partially completed work or Service. Each invoice is to include:**

Not Project Related

Project # ___-___

- A. Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.
- B. Acceptable back-up for billings shall include, but not be limited to:
 - a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.
 - b. Records for all supplies, materials and equipment properly charged to the Services.
 - c. Records for all travel pre-approved by District and properly charged to the Services.
 - d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Deputy Superintendent, Business and Fiscal Services. To be considered complete, the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

V. The total compensation for the Services shall be provided for in the WAL(s) issued subsequent to this Agreement.

VI. Compensation Upon Termination. In the event that District suspends or terminates this Agreement, the WAL or any of the Services pursuant to Section 11 or Section 12a of the Agreement, District will pay Consultant as provided herein and the WAL for all Services and authorized Additional Work actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with this Agreement and the WAL, up to and including the date of suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement and the WAL as compensation for the Services completed, plus any authorized Additional Work and authorized reimbursable expenses completed prior to suspension or termination. No payment for demobilization shall be paid unless District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, Consultant shall submit to District a final claim for payment, in the form and with certifications prescribed by District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination. Such payment shall be Consultant's sole and exclusive compensation and District shall have no liability to Consultant for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

Not Project Related

Project # ___-___

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES # ___-___

INSURANCE

I. Insurance Requirements. Consultant shall provide and maintain insurance, acceptable to District Superintendent or District Counsel, in full force and effect throughout the Term of this Agreement and the WAL, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, subcontractors, representatives and/or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Consultant shall provide the following scope and limits of insurance:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) aggregate and one million dollars (\$1,000,000) per occurrence.

(2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).

(3) Insurance coverage should include:

1. owned, non-owned and hired vehicles;
2. blanket contractual;
3. broad form property damage;
4. products/completed operations; and
5. personal injury.

(4) Workers' Compensation insurance as required by the laws of the State of California.

(5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.

(6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

Accountants, Attorneys, Education Consultants, Nurses, Therapists	\$1,000,000
--	-------------

Architects	\$1,000,000 or \$2,000,000
------------	----------------------------

Physicians and Medical Corporations	\$5,000,000
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Failure to maintain professional liability insurance is a material breach of this Agreement and the WAL and grounds for immediate termination

II. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

Not Project Related

Project # ___-___

A. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to District

B. General Liability, Automobile Liability, and Abuse/Molestation Coverages.

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities and/or Services Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; automobiles owned, leased, hired or borrowed by Consultant, and Abuse/Molestation. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(2) Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.

(3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.

III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this Agreement and the WAL, certificates of insurance necessary to satisfy District that the insurance provisions of this Agreement have been complied with. District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

A. If any Services are performed by a subcontractor, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

Not Project Related

Project # ___ - ___

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES # ___ - ___

CONFLICT OF INTEREST CHECK

Bylaws of the Board 2030(C)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with District's Conflict of Interest Code (commencing with Bylaws of the Board 2030 BB).

Consultants are required to file disclosures when, pursuant to a contract with District, Consultant will make certain specified government decisions or will perform the same or substantially the same duties for District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached [___] constitute [X] do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, Consultant, [___] is [X] is not subject to disclosure obligations.

Date: _____

By: _____

Lisa A. Franz
Director of Purchasing

Not Project Related

Project # ___-___

EXHIBIT “E”
TO AGREEMENT FOR CONSULTANT SERVICES # ___-___

BACKGROUND CHECK AND FINGERPRINTING PROCEDURES
FOR CONTRACTORS

The successful Bidder will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District’s students during the performance of the Contract in compliance with Education Code §§ 45125.1 and 45125.2. To assure these provisions, the successful Bidder’s supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers’ conduct while on school grounds. In addition, the successful Bidder shall barricade the Work area to separate its workers from the students. Costs associated with this process are the responsibility of the successful Bidder.

The Contractors’ construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department of Justice (DOJ) and have a proof of clearance in the form of an affidavit filed in the Oxnard School District’s Purchasing Office **prior to** the start of the Work.

California Education Code §§45125.1 and 45125.2 require that criminal checks be completed for contractors (Contracting Firm) who provide architectural, construction, janitorial, administrative, landscape, transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the Oxnard School District as follows:

That I am a representative of the Contractor currently under contract (“Contract”) with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken the following actions with respect to the construction Project that is the subject of the Contract:

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor’s employees and District pupils at all times (mandatory for all Projects); AND
2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor’s employees and all of its subcontractors’ employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor’s employees and of all its subcontractors’ employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

Not Project Related

Project # ___-___

3. Pursuant to Education Code §45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: _____

Title: _____

AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: _____

Proper Name of Contractor: _____

Signature: _____

By: _____

Its: _____

Not Project Related

Project #___-___

EXHIBIT “F”
TO AGREEMENT FOR CONSULTANT SERVICES #___-___

SCOPE OF SERVICES– CEQA/DTSC COMPLIANCE

The CEQA/DTSC Compliance Consultant’s Scope of Work includes, but is not limited to, the following:

Consultant shall ensure that the project sites are thoroughly studied and analyzed regarding environment impact and presence of toxins, and that all required mitigation and abatement requirements are fully identified and filed with the State of California. All work by this consultant must be performed in accordance with Division of State Architect (DSA), California Department of Education (CDE), California Department of Toxic Substances Control (DTSC), California Environmental Quality Act (CEQA), California Occupational Safety and Health Administration (Cal-OSHA), and all other agencies having jurisdiction.

- a. Confirmation of categorical exemption status and/or required environmental reporting of assigned projects.
- b. Preparation and public review of an Initial Study and Mitigated Negative Declaration to fulfill the environmental review requirements under CEQA, including adoption of final IS/MND, Mitigation Monitoring & Reporting Program, and Findings as required under CEQA and CA Ed. Code 17213;
- c. Preparation of a Phase I Environmental Site Assessment as the initial task to comply with California Department of Toxic Substances Control (DTSC) and California Department of Education (CDE) requirements; and
- d. Completion of a school siting safety screening evaluation as required by CDE for new school site acquisition.

1. Project Initiation:

- a. Following the assignment of the project and approval of work authorization, the consultant shall meet with District representatives to discuss project compliance with the California Environmental Quality Act (CEQA) and DTSC requirements. The meeting agenda shall include the following items:
 - i. Introduction of District staff and consultant's representatives who will perform the work
 - ii. Discussion of potentially significant environmental issues, emphasis on controversial issues
 - iii. Discussion of preliminary calendar of events
 - iv. Discussion of preliminary distribution list for notices and CEQA documents
 - v. Discussion of preliminary budget

2. Calendar of Events:

- a. The consultant shall provide the District with a proposed calendar of events that show the following:
 - i. Date due
 - ii. Date complete
 - iii. Description of event
 - iv. Responsible party
 - v. Related documents and activities

Not Project Related

Project #____-____

3. DTSC Compliance:

- a. Coordination & correspondence with DTSC.
- b. Completion of Phase I Environmental Site Assessment (ESA) in accordance with ASTM standard 1527-05, including records review, site reconnaissance, interviews, and report preparation. ESA shall also include all requirements per DTSC Draft School Environmental Assessment Manual (SEAM) published August 2008 – or per updated documents published more recently.
- c. Coordination with DTSC for review of ESA
- d. Completion of a draft PEA work plan to expedite DTSC review process.
- e. Completion of Phase II Sampling Program, as required by DTSC, and completion of the Preliminary Environmental Assessment (PEA)
- f. Coordination & Correspondence with the California Dept. of Education (CDE) to ensure compliance with CDE site safety checklist, completion of all required CDE forms and all other CDE site approval requirements, including but not limited to:
 - i. High Voltage Power Transmission Lines
 - ii. Airports
 - iii. Hazardous Air Emissions and Facilities Within a Quarter Mile
 - iv. Railroads
 - v. Pressurized Gas, Gasoline, or Sewer Pipelines
 - vi. High-Pressure Water Pipelines, Reservoirs, Water Storage Tanks
 - vii. Major Roadways
 - viii. Tsunami, Flood, and Dam Inundation
 - ix. EMF Frequencies

4. Initial Study/Notice of Preparation/Scoping Meeting:

- a. The consultant shall prepare a comprehensive project description which will form the basis for environmental evaluation under CEQA.
- b. The consultant shall analyze the project and prepare a Draft Initial Study (IS) to identify potentially significant environmental issues.
 - i. The Initial Study shall include:
 - Introduction & Environmental Setting – Purpose of study & general description of existing geographic character and immediate site vicinity.
 - Environmental Impact Analysis – Prepared per CEQA environmental checklist form. Where possible, impacts to be quantified or reasonable assumptions will be declared to forecast potential impacts. Standard mitigation measures will be incorporated.
- c. The consultant shall incorporate the IS into a notice of preparation (NOP) of CEQA documents for circulation among the public.
- d. The consultant shall prepare a proposed distribution list for CEQA documents.
- e. The consultant shall facilitate one or more scoping meetings.
- f. The consultant, subsequent to closure of the 30 day NOP review period, shall prepare a memorandum to the District summarizing the issues raised during the review period, including scoping meetings. The memorandum shall identify those issues that should be incorporated into the CEQA documents. The consultant shall recommend to the District whether additional analysis, outside of this scope of work, is necessary to address any issue.

Not Project Related

Project #____-____

5. Negative Declaration:

- a. Should the District and the consultant conclude that the preparing of a negative declaration meets the requirements of CEQA, the consultant shall prepare and circulate the negative declaration to responsible government agencies, interested parties and the public for comment.
- b. The consultant shall prepare proposed written responses to comments by responsible government agencies, interested parties and the public for the District's review. The consultant shall distribute the District approved written responses to the persons and entities on the distribution list.

6. Mitigated Negatives

- a. Should the District and the consultant conclude that the preparing of a mitigated negative declaration (MND) is necessary to meet the requirements of CEQA, the consultant shall prepare the MND and recommended mitigation measures and a mitigation monitoring and reporting plan to reduce project impacts to below a level of significance and distribute same to responsible government agencies, interested parties and the public for comment.
- b. The Consultant shall facilitate publication/posting, circulation, and distribution to commenting agencies and interested groups/individuals, including preparation & distribution of Notice of Availability, and preparation of newspaper publication notices. All publication to be in accordance to CEQA guidelines section 15072.
- c. The consultant shall prepare and circulate written responses to comments by responsible government agencies, interested parties and the public.

7. Environmental Impact Report:

- a. Should the District and the consultant conclude that an environmental impact report (EIR) is necessary to meet the requirements of CEQA, the consultant shall prepare a Draft EIR. The Draft EIR shall incorporate relevant parts of technical studies such as the Preliminary Endangerment Assessment (PEA), geological reports, historical resources evaluations and investigative reports about developed and undeveloped real property contiguous to the project in addition to the following topics:
 - i. Aesthetics. Light and glare generated by the project from athletic fields, parking lots and security lights that may have significant impacts on surrounding real property and, if the real property has been developed as residential, the residential character of the area. The consultant shall use the conceptual site plan to determine the location of school facilities and potential light and glare impacts to the surrounding areas.
 - ii. Agriculture Resources. The EIR shall account for the existing use or past use of the project site for agricultural purposes.
 - iii. Air Quality. The consultant shall prepare a technical air quality analysis consistent with the requirements of the South Coast Air Quality Management District (SCAQMD). All technical calculations shall be provided as an appendix to the EIR. Background traffic volumes and level of service calculations developed as part of the traffic/circulation analysis shall be used in preparing this technical analysis. The analysis shall describe ambient air quality and evaluate construction emissions, regional emissions, and local carbon monoxide emissions, consistent with CEQA air quality analysis standards.
 - iv. Biological Resources. The EIR shall account for sensitive biological resources on the project site and if there are whether the project has the potential to cause impacts to biological resources.

Not Project Related

Project #____-____

- v. Cultural/Paleontological Resources. The EIR shall contain a summary of historic resources evaluation findings. A report of historic resources evaluation shall be included in the EIR as an appendix. This EIR section shall include discussion of possible archaeological and paleontological resources, if any.
- vi. Geology and Soils. The EIR shall contain a summary of the geology and soils investigation report. A copy of the geology and soils investigation report shall be included in the EIR as an appendix.
- vii. Hazards and Hazardous Materials. The EIR shall contain a summary of the hazards investigations report. A copy of the hazards investigations report shall be included in the EIR as an appendix.
- viii. Hydrology and Water Quality. The EIR shall contain a summary of the hydrology or water quality report. A copy of the hydrology or water quality report shall be included in the EIR as an appendix.
- ix. Land Use and Planning. The EIR shall contain findings by the consultant of whether the project is consistent with the general plan of each jurisdiction within which the project site is located.
- x. Noise
 - The EIR shall contain a technical noise analysis prepared by the consultant that shall identify the impacts, if any, on sensitive land uses adjacent to the proposed project site. This report shall be summarized in the EIR and attached to the EIR as an appendix. This report shall take into consideration background daily traffic volumes, including existing and future baseline condition vehicular trips and project daily trip generation from the traffic/circulation analysis, shall be used in preparing this technical analysis.
 - The noise analysis shall address the baseline noise conditions and shall provide a quantitative analysis of construction noise, as well as operational noise generated by vehicle traffic and athletic field events. Mitigation measures shall be recommended to reduce impacts to below a level of significance.
- xi. Population and Housing
 - The EIR shall contain a description of the current population, housing, and employment characteristics for the jurisdiction in which the project site is located based on data from the jurisdiction's general plan or more recent Southern California Association of Governments (SCAG) projections, or most recent census data.
 - The consultant shall characterize the District's student enrollment characteristics and projections based on the District's Facilities Master Plan. The consultant shall evaluate these characteristics, how they are affected by the proposed project, how they relate to the controlling jurisdiction's general plan land use designations for the project site, and the levels of development allowed under the current designation.
- xii. Public Services and Utilities
 - The EIR shall contain an evaluation of the project's requirement for the extension of infrastructure to the project site for all required utilities such as water, electricity, telecommunications and sewerage.
 - The EIR shall contain an evaluation of the age and condition of existing infrastructure in the vicinity of the project site for all required utilities such as water, electricity, telecommunications and sewerage and a determination of whether substantial improvements to that infrastructure may be necessary and should be evaluated.

Not Project Related

Project #____-____

- In addition to responses provided during the NOP review period, existing purveyors of public services and utilities shall be contacted by the consultant to ascertain the location and capacity of their facilities, to identify expansion plans, and to identify potential demand by the proposed project. Based on discussions with service providers, the consultant shall determine potential project impacts and identify mitigation.
 - The EIR shall include an analysis of the existing recreational facilities in the area of the project site.
- xiii. Vehicular Traffic Volume and Circulation. The Draft EIR shall contain a Traffic Impact Analysis (TIA) for the project prepared by the consultant that shall be summarized in the body of the Draft EIR. The report shall be included as an appendix to the EIR. The TIA report shall analyze on-site vehicular and pedestrians circulation as well as impacts to the surrounding street system. The TIA report shall take into consideration any vacation of streets. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.
- xiv. Documents Mandated by CEQA. The EIR shall contain the following CEQA mandated findings in addition to the requirements outlined above:
- Cumulative impacts
 - Growth inducing impacts
 - Any significant irreversible environmental changes that, would be involved in the proposed action should it be implemented
 - Unavoidable adverse impacts
 - Alternatives Analysis - the consultant, based on information provided by the District shall provide an alternative analysis of possible project alternatives that were considered in addition to the required No Project Alternative.
- xv. Executive Summary. The Draft EIR shall include a reader friendly, non-technical executive summary.
- xvi. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.

8. Review of Draft EIR by District Prior to Circulation:

- a. The consultant shall meet in a workshop format with the District's staff to discuss comments on the Draft EIR received during the public review period. This meeting will provide a forum to resolve all issues in an expedited manner the objective being to avoid multiple rounds of review, correction, and re-review by the District and the consultant.
- b. Following the meeting referred to above, the consultant shall make revisions to the document and it's supporting technical studies. After revising the Draft EIR, the consultant shall prepare an executive summary, which shall consist of a tabular summary of project impacts and mitigation measures and a determination of each impact's significance following mitigation. The executive summary shall contain a brief project description, controversial issues to be resolved, and a brief description of project alternatives.

Not Project Related

Project #____-____

9. Response to Comments on EIR During Public Review Period:

- a. During the public review period, the consultant shall log in the comments and shall review the comments on the Draft EIR as they are received by the consultant.
- b. The consultant shall prepare proposed responses to comments on the Draft EIR in a style that is reader friendly, non-technical and communicates effectively to the public. All comments on the Draft EIR shall be considered for responses whether or not the subject of the comment is required in the Draft EIR. The consultant may recommend to the District the appropriate person/entity to prepare draft responses to comments on the Draft EIR.

10. Resolution; Findings of Fact; Statement of Overriding Considerations:

- a. The consultant shall prepare Findings of Fact that support the conclusions of the proposed Final EIR.
- b. The consultant shall prepare the related resolution for adoption by the Board of Education that certifies that the Final EIR as adequate and complete.
- c. If the proposed Final EIR identifies significant unavoidable impacts, the consultant shall prepare a Statement of Overriding Considerations.
- d. The Finding of Fact and the Statement of Overriding Considerations shall be such that they meet the requirements of Sections 15091 through 15093 of the State CEQA Guidelines, and fully address all facts and findings, project benefits, and project impact and benefit balancing considerations required of a statement of overriding considerations

11. Advertisement of Documents and Entering CEQA Documents into Public Records:

- a. Consultant shall be responsible for the timely advertising and distribution of all public notices and other documents related to project compliance with CEQA.
- b. Consultant shall be responsible for the timely filing of CEQA documents with government agencies such as the State Clearinghouse, County Recorder and Clerk of the Board of Supervisors to enter the documents into the public record. If time is of the essence in the filing of CEQA documents, consultant shall, as a reimbursable expense, advance filing fees and reasonable costs.

12. Project Management and Attendance at Progress Meetings:

- a. The consultant shall assume an active project management role. The consultant shall attend various project meetings and communicate and coordinate with government agencies, interested parties and the public as is typically required by the CEQA compliance process for similar projects and as requested by the District.
- b. The consultant shall be responsible for developing the work schedule, keeping the process on schedule and keeping the process within budget.
- c. The consultant's project manager shall establish and maintain ongoing verbal communication with the District. Additionally, the project manager shall prepare any writings requested by the District.
- d. In addition to those meetings shown in the work schedule, the consultant shall attend other meetings as may be requested by the District. Consultant's representatives at meetings shall be competent to address issues reasonably contemplated to be discussed among attendees.

13. Progress Reports:

- a. A progress report shall accompany the monthly invoice that shows the following:
 - i. Summary of work completed during the previous month as it relates to the work schedule

Not Project Related

Project #____-____

- ii. Summary of work to be completed during the current month as it relates to the work schedule
- iii. Discussion of problem areas or project issues.

14. Reports:

As part of the Services, Consultant will prepare and deliver the following tangible work products to District:

- a. All progress reports, studies, final reports, and other documentation as indicated above, or as required by CEQA, DSA, DTSC, or any other agency having jurisdiction.
- b. Proof of all required submittal/filing of environmental studies and reports to the State of California.
- c. Completion of all required resolutions, adoptions, approval forms, etc. to ensure that environmental studies are duly accepted by the Board of Trustees and filed with appropriate local & state agencies.
- d. Completion of a school siting safety screening evaluation as required by CDE for new school site acquisition, and preparation of CDE required documentation for site approval application submittal.

15. Time

NTP + 7 days: Consultant shall submit to the District a comprehensive calendar of services, studies, and analyses required to complete the CEQA/DTSC environmental reporting requirements, as indicated in the “Calendar” scope section above.

NTP + 30 days: Consultant shall submit to the District draft Phase I ESA document.

NTP + 45 days: Consultant shall submit draft IS/MND report for District review.

NTP + 60 days: Consultant shall submit confirmation of completion of 30-day DTSC review cycle.

NTP + 90 days: Consultant shall submit final Phase I ESA incorporating all DTSC comments & revisions.

NTP + 120 days: Consultant shall complete the entire IS/MND process, including publication of final IS/MND report, 30-day public comment period, and preparation of draft Phase I ESA.

Final Phase I ESA + 90 days: Consultant shall submit, and confirm final DTSC approval of PEA report.

All required public posting guidelines and other timelines are to be considered and incorporated within the above milestones to the extent possible. In no way are the required dates above intended to supersede legal posting requirement for public review, public comment, or other required review periods.

16. Accuracy Standards

Precision of the all required reports and recommendations shall be in accordance with the professional standard of care to be expected of professional CEQA/DTSC consultants licensed to practice in the State of California.

Not Project Related

Project # ____ - ____

**EXHIBIT “G”
TO AGREEMENT FOR CONSULTANT SERVICES # ____ - ____**

INVOICE APPROVAL LETTER & BILLING COVER SHEET

DATE:

Project No. ____: [INSERT PROJECT NAME]

Consultant: INSERT FIRM NAME (“INSERT FIRM NAME”)

[INSERT FIRM NAME] has submitted Invoice No. _____ for review by the District’s Program Manager, Caldwell Flores Winters, Inc. (“CFW”), and Deputy Superintendent, Business and Fiscal Services, Lisa Cline.

By signing below, a representative of [INSERT FIRM NAME], hereby certifies that the invoice submitted is a true and accurate reflection of the work performed to date, is an accurate representation of the percent work completed for the phase identified in the invoice, and that the invoice submitted does not include any charges for services that have been previously paid, or rejected by the District and/or CFW.

[INSERT FIRM] Date

The invoice has been reviewed by the following and is recommended for payment:

Caldwell Flores Winters, Inc. Date

Oxnard School District Date
Lisa Cline, Deputy Superintendent,
Business and Fiscal Services

Not Project Related

Project # ___ - _____

CONSULTANT/VENDOR PROGRESS BILLING FORM

TO: **Caldwell Flores Winters, Inc. (CFW)**
Program Manager for Oxnard School District
1901 Victoria Ave, Suite 106
Oxnard, CA 93035
ATTN: Greg Grant (ggrant@cfwinc.com)

PROJECT: Project Name/Site
 Project #: Project #
 PROJECT TYPE: New Const./Modernization
 DATE: Date of Invoice
 INVOICE #: Invoice #
 PERIOD COVERED: Billing Period of Invoice
 PO #: Purchase Order #

VENDOR: VENDOR NAME
 PREPARED BY: _____
 EMAIL: _____
 PHONE #: _____
 FAX #: _____

STEP 2 STEP 1

do not type in this column, it changes automatically Step 2: enter total value complete to date in this column, the percentage columns will change automatically Step 1: manually enter values from last months green column into this column do not type in this column, changes automatically Enter current billing

BASE CONTRACT BILLING FORM									
ITEM #	COST CODE	CONTRACT	CONTRACT SCOPE	COST	% TO DATE	COST COMPLETED TO DATE	TOTAL PREVIOUS BILLINGS	% THIS PERIOD	CURRENT BILLING
1	COST ID	Base Contract - Fee	SCOPE OF WORK	\$ -	#DIV/0!	\$ -	\$ -		\$ -
2	COST ID	Base Contract - Reimbursables	SCOPE OF WORK	\$ -	#DIV/0!	\$ -	\$ -		\$ -
3									
4									
5									
		SUBTOTALS		\$ -		\$ -	\$ -		\$ -

Send Invoice & Release for this Value:

TOTAL EARNED ON BASE CONTRACT AND ADDITIONAL AWARDS	\$	-
TOTAL DUE THIS INVOICE	\$	-

Consultant/Vendor Billing Instructions

- Not Project Related
 Project # ___ - _____

Invoice Cover Sheet Set-up:

1. See "billing tab" below for spreadsheet, these are the instructions
2. Enter Project Site name, DSA project number, Project Type, Invoice Number, Date, The Company Name, Fax, phone, email and address
3. Enter P.O. No. (Purchase Order Number) provided when the contract was issued
4. Your Company Logo may be added to the Invoice Cover Sheet if you prefer
5. Enter approved contract agreements, amendments, reimbursable expenses, allowances for which you are billing. Include summary scope of charges
6. If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows reimbursable expenses in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row number at the left, Press CTRL+C to copy row, right click grey row number immediately below, select "Insert Copied Cells". This step may be repeated as many times as necessary. Multiple rows can be copied in a single step by highlighting multiple rows prior to copying.

First Billing

1. IMPORTANT! When you are entering costs for your first billing, enter values (dollar amounts) ONLY in the green column. The percentages will calculate automatically. NOTE: Select the (% Complete) billing tab if you prefer to track your billings based on total Project percentage (%) completed. Once percentage (%) complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, the percentage (%) complete will populate automatically.
2. Send Invoice based on the Dollar Value at the PRE-RETENTION value, if applicable.

Subsequent Billings

1. Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column.
2. Enter the corresponding dollar values/percentage complete values into the green column for the total work completed to date.
3. Submit a conditional release waiver with the billing (if applicable). Submit signed pay request certification form.
4. Email to: ggrant@cfwinc.com or mail to the CFW Oxnard Office at: 1901 Victoria Ave, Suite 106, Oxnard CA 93035. Please allow 4 to 6 weeks for invoice processing prior to payment.
5. Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to the Consultant/Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors and miscalculations can delay/prevent processing of payment.

NOTE: All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this worksheet may be rejected and may delay payment until the next billing cycle or until the spreadsheet is made accurate. Invoices not received by the 25th of the month may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required prior to submitting a billing.

OSD BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 9/21/16

- A. Preliminary Study Session: _____
- B. Hearing: _____
- C. Consent Agenda X Agreement Category:
_____ Academic
_____ Enrichment
_____ Special Education
_____ Support Services
_____ Personnel
_____ Legal
 X Facilities
- D. Action Items _____
- E. Report/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Approval of Change Order #1 for Ritcheen HVAC Chiller Plant Project, Bid #15-01 (Cline/McGarry)

On March 16, 2016 the Board of Trustees approved Agreement #15-188 for Bid #15-01 Ritcheen HVAC Chiller Plant Project with Bon Air Inc., in the amount of \$148,000.00. This project was to add an additional chiller to the existing system.

Change Order #1 in the amount of \$3,527.33 is necessary due to requested additional changes in plans by the DSA Inspector. The requested changes are:

- 1) Remove rigid conduit and replace with 6' of flex conduit and wiring
- 2) Install additional anchorage to electrical panel

It is recommended that the Board of Trustees approve Change Order #1 in the amount of \$3,527.33, for a total contract amount of \$151,527.33.

FISCAL IMPACT:

\$3,527.33 – Williams Funds

RECOMMENDATION:

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Maintenance Manager, that the Board of Trustees approve Change Order #1 in the amount of \$3,527.33 for Agreement #15-188 per Bid #15-01 Ritcheen HVAC Chiller Plant Project with Bon Air Inc.

ADDITIONAL MATERIAL:

Attached: Change Order #1 (10 Pages)
Agreement #15-188, Bon Air Inc. (3 Pages)



CHANGE ORDER

Date: August 22, 2016

CHANGE ORDER NO. 1

PROJECT: Ritchen HVAC Chiller Plant
O.S.D. BID No. 15-01
O.S.D. Agreement No. 15-488

OWNER: Oxnard School District
1051 South A Street
Oxnard, CA. 93030

ARCHITECT: AE Group Mechanical
Engineers Inc.
838 East Front St.
Ventura, CA 93001

CONTRACTOR: BON AIR INC.

Attn:

Architects Proj. No.:
D.S.A. File No.:
D.S.A. App. No.: 03-116103

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACT SUM	\$ 148,000.00
NET CHANGE - ALL PREVIOUS CHANGE ORDERS	\$ 0.00
ADJUSTED CONTRACT SUM	\$ 148,000.00
<u>NET CHANGE -</u>	<u>\$ 3,527.33</u>
Total Change Orders to Date:	\$ 3,527.33
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.	\$ 151,527.33

Commencement Date: March 17, 2016

Original Completion Date: March 17, 2017

Original Contract Time: 365 Days

Time Extension for all Previous Change Orders: 0

Time Extension for this Change Order: 0

Adjusted Completion Date: March 17, 2017

Percentage

D-1

Change Order - Exhibit D
Oxnard School District

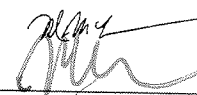
This change order represents the cost for labor and materials to perform the work shown in the Change Order Request #1 prepared by AE Group dated 8-15-16 which is attached.

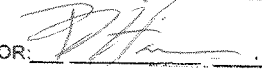
Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	Adding flexible conduit		1,830.00		
2.	Additional anchorage to elect. panel		0.00		
3.	Add steel angles		1,697.33		
4.					
5.					
6.					
	Totals		3,527.33		

Total Change Order No. _____ \$ _____


**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPT. BUSINESS SERVICES OR PURCHASING DIRECTOR*

APPROVAL (REQUIRED):

ARCHITECT:  DATE: 8-22-16
Digitally signed by Hugh McTernan
 DN: cn=Hugh McTernan, o=AE Group,
 ou, email=hugh@segroupme.com,
 c=US
 Date: 2016.08.22 15:21:18 -0700

CONTRACTOR:  DATE: 8/31/16

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: _____ DATE: _____
 FACILITIES DIRECTOR:  DATE: 9/8/16

APPROVAL (REQUIRED):

BOARD APPROVAL _____ DATE: _____
 ASST. SUPT./PURCHASING DIRECTOR: _____ DATE: _____
 DSA APPROVAL _____ DATE: _____

BON AIR INC.
 11340 West Olympic Blvd., # 302
 Los Angeles, CA 90064
 Tel: 310-575-1111 Fax: 310-479-0029
Cost Proposal No. 1

Date: 8/24/2016
 To: Hugh McTernan
 Tel: 805-653-1722
 Fax: 805-653-7260
 Project: Ritchen E S HVAC

RE: Providand install approximately 6' of flex conduit in existing power supply from new panelboard to n

Material & Equipment Take Off Estimate

Description	Qty.	Unit Price	Extension
	0		\$0.00
	0		\$0.00
	0		\$ -
	0		\$ -
	0		\$ -
	0		\$ -
Total			\$ -

Direct Labor Expense

Description	Qty.	Crew	Hrs	\$/Hrs	Extension
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Total					\$ -

Other Cost and Sub contractor

Description	Qty.	Unit Price	Extension
Electrical Contrator	1	\$1,560.10	\$ 1,560.10
	0	\$0.00	\$ -
			\$ -
			\$ -
Total			\$ 1,560.10

A	Materials and Equipment	\$0.00	
B	Sales Tax on Equipment / Materials (9.75 %)	\$0.00	
C	Direct Labor	\$0.00	
D	Other Cost	\$1,560.10	
E	Subtotal		\$ 1,560.10
F	Overhead & Profit (15%)	\$234.02	
G	Bond (2%)	\$35.88	
H	Total		\$1,830.00

BON AIR INC.

11340 West Olympic Blvd., # 302
 Los Angeles, CA 90064
 Tel: 310-575-1111 Fax: 310-479-0029

Cost Proposal No. 2

Date: 8/24/2016

To: Hugh McTernan

Tel: 805-653-1722

Fax: 805-653-7260

Project: Ritchen E S HVAC

RE: Provid and installing 4 steel angles at each corner of the new Chiller.

Material & Equipment Take Off Estimate

Description	Qty.	Unit Price	Extension
Angeles	4	\$80.00	\$320.00
wedge ankers	4	\$20.00	\$80.00
	0		\$ -
	0		\$ -
	0		\$ -
	0		\$ -
Total			\$ 400.00

Direct Labor Expense

Description	Qty.	Crew	Hrs	\$/Hrs	Extension
Instail angels	1	1	8	\$84.00	\$ 672.00
Paint	1	1	4	\$84.00	\$ 336.00
					\$ -
					\$ -
					\$ -
Total					\$ 1,008.00

Other Cost and Sub contractor

Description	Qty.	Unit Price	Extension
			\$ -
			\$ -
			\$ -
			\$ -
Total			\$ -

A	Materials and Equipment	\$400.00	
B	Sales Tax on Equipment / Materials (9.75 %)	\$39.00	
C	Direct Labor	\$1,008.00	
D	Other Cost	\$0.00	
E	Subtotal		\$ 1,447.00
F	Overhead & Profit (15%)	\$217.05	
G	Bond (2%)	\$33.28	
H	Total		\$1,697.33

AE Group Mechanical Engineers, Inc.

838 East Front Street

Ventura, California 93001-2925

(805) 653-1722 fax (805) 653-7260

email: cad@aegroupme.com

August 15, 2016

Emile Ritchen ES Chiller Project

Change Order Request #1

Engineer – AE Group

Contractor: Bonair

Reference Change Document - DSA Field Engineer FTN #1

Description of Change A

Please provide a cost to install approximately 6 feet of flexible conduit in existing power supply from new panelboard to new chiller. It shall be located at the chiller connection and include one 90 degree bend.

Description of Change B

Please provide a price for adding additional anchorage to the electrical panel per CCD A 1 (attached).

Description of Change C

Please provide a price for installing 4 steel angles at each corner of the new chiller per CCD-A 2 (attached).

Do not proceed with this work until receiving authorization from the owner.

Contract Time Adjustment - None


Hugh McTernan

Engineer of Record

APPLICATION FOR APPROVAL OF CONSTRUCTION CHANGE DOCUMENT – CCD CATEGORY A

CCD Category A is for construction changes to or affecting Structural Safety, Fire & Life Safety or Accessibility.

This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Section 4-338 (c) and in compliance with DSA IR A-6.

School District/Owner: Oxnard Unified School District	DSA File #: 42 - 36
Project Name/School: Emile Ritche ES Chiller project	DSA App. #: 03  - 116103

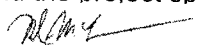
APPLICANT

CCD #: 1	Date Submitted: 8-5-16	Attached Pages?: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (<u>14</u> pages)
Firm Name: AE Group Mechanical Engineers	Contact Name: Hugh McTernan	
Email: hugh@ae groupme.com	Phone Number: 805 653-1722	
Address: 838 E. Front Street		
City: Ventura	State: Ca	Zip: 93001
<input type="checkbox"/> A DSA 301-N, DSA 301-P, or 90-Day Letter has been issued for this project.		

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

Name of Design Professional in General Responsible Charge: Hugh McTernan	
Professional License #: M30626	Discipline: Mechanical

Design Professional in General Responsible Charge Statement: The attached Construction Change Documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.




Digitally signed by Hugh McTernan
DN: cn=Hugh McTernan, o=AE Group, ou,
email=hugh@ae groupme.com, c=US
Date: 2016.08.05 14:43:28 -0700


Signature: _____
DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

CHECK THIS BOX: To confirm that all CCD drawings and calculations have been stamped and signed by the Responsible Design Professional.

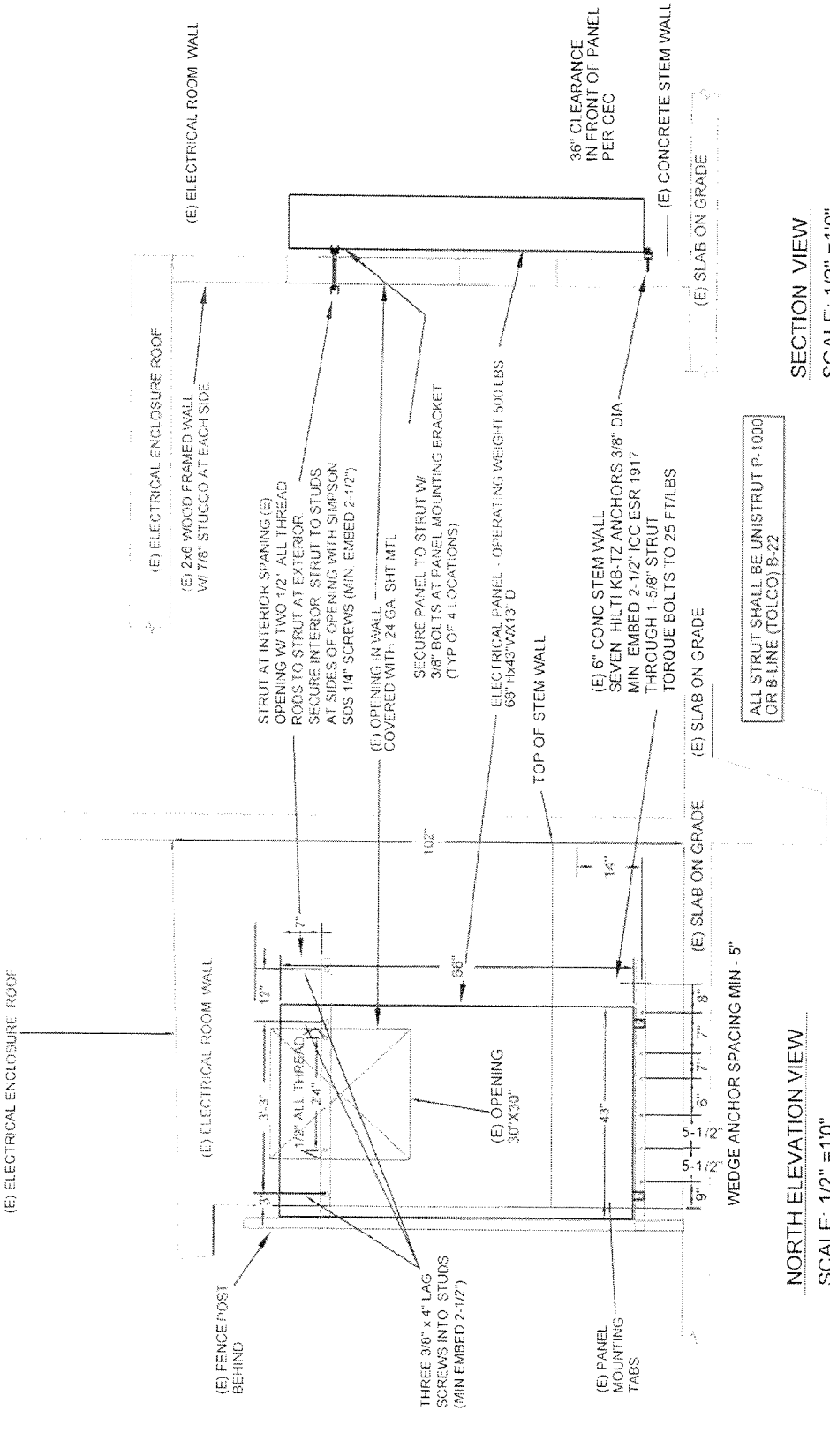
Brief description of construction change (attach additional sheets if needed):
Revise location of new electrical panel

List of DSA approved drawings affected by this CCD: E4

	SSS <u>CL</u> Date <u>08/11/16</u> Not Required <input type="checkbox"/> Approved <input checked="" type="checkbox"/> Not Approved <input type="checkbox"/>
	ACS --- Date --- Not Required <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved <input type="checkbox"/>
	FLS --- Date --- Not Required <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved <input type="checkbox"/>

DSA Approval Stamp	
 APPROVED	
DIV. OF THE STATE ARCHITECT LOS ANGELES REGIONAL OFFICE	
DATE <u>08/11/2016</u>	<u>chlee</u>
CCD#: 1, 1 sheet	

For all strut friction bolts,
Torque testing req'd per
manuf. recommendations.



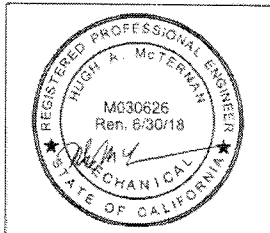
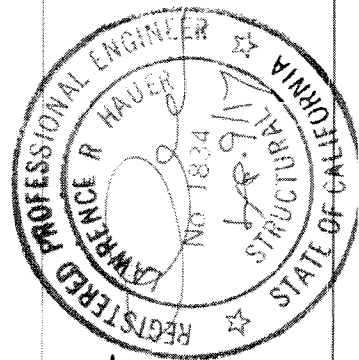
SECTION VIEW
SCALE: 1/2" = 10"

NORTH ELEVATION VIEW
SCALE: 1/2" = 10"

ALL STRUT SHALL BE UNISTRUT P-1000
OR B-LINE (TOLCO) B-22

IDENTIFICATION STAMP
VISION OF THE STATE ARCHITECT
FILE NUMBER: 42-36
APPL 03-116103
FLS SS

APPROVED-
DIV. OF THE STATE ARCHITECT
LOS ANGELES REGIONAL OFFICE
DATE 08/11/2016
chlee



AE Group
Mechanical Engineers, Inc.
838 East Front Street
Ventura, California 93001
(805) 653-1722 FAX: (805) 653-7260
hugh@ae-groupme.com

OXNARD UNIFIED SCHOOL DISTRICT
EMILE RITCHEN ELEMENTARY SCHOOL
CHILLED WATER SYSTEM UPGRADE

DSA Appl. No.: 03-116103

Modifies: XX/ AXXX
Scale: NO SCALE
Sketch No.: MKA-001
Print Date: 07/19/2016

Revision: REVISED ELECTRICAL PANEL MOUNTING



140

APPLICATION FOR APPROVAL OF CONSTRUCTION CHANGE DOCUMENT - CCD CATEGORY A

CCD Category A is for construction changes to or affecting Structural Safety, Fire & Life Safety or Accessibility.

This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Section 4-338 (c) and in compliance with DSA IR A-6.

School District/Owner: Oxnard Unified School District	DSA File #: 42 - 36
Project Name/School: Emile Ritche ES Chiller Project	DSA App. #: 03 <input checked="" type="checkbox"/> - 116103

APPLICANT		
CCD #: 2	Date Submitted: 8/4/16	Attached Pages?: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (___ pages)
Firm Name: AE Group Mechanical Engineers	Contact Name: Hugh McTernan	
Email: hugh@aegroupme.com	Phone Number: 805 653-1722	
Address: 838 E. Front St		
City: Ventura	State: CA	Zip: 93001
<input type="checkbox"/> A DSA 301-N, DSA 301-P, or 90-Day Letter has been issued for this project.		

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE	
Name of Design Professional in General Responsible Charge: Hugh McTernan	
Professional License #: M30626	Discipline: Mechanical

Design Professional in General Responsible Charge Statement: The attached Construction Change Documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.

Digitally signed by Hugh McTernan
 DN: cn=Hugh McTernan, o=AE Group,
 ou=email=hugh@aegroupme.com, c=US
 Date: 2016.08.04 11:28:44 -07'00'

Signature: _____
 DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

CHECK THIS BOX: To confirm that all CCD drawings and calculations have been stamped and signed by the Responsible Design Professional.

Brief description of construction change (attach additional sheets if needed):
 Locating anchorage at the corner of the equipment

List of DSA approved drawings affected by this CCD:

DSA USE ONLY (for paper submittal only)				For business office use only	
SSS <u>TAD</u> Date <u>08/09/16</u> <input checked="" type="radio"/> Approved <input type="radio"/> Disapproved <input type="radio"/> Not Req'd			Date Sent		
FLS <u>X</u> Date _____ <input type="radio"/> Approved <input type="radio"/> Disapproved <input type="radio"/> Not Req'd			Return By		
ACS <u>X</u> Date _____ <input type="radio"/> Approved <input type="radio"/> Disapproved <input type="radio"/> Not Req'd			Delivery Method		
Remarks _____					

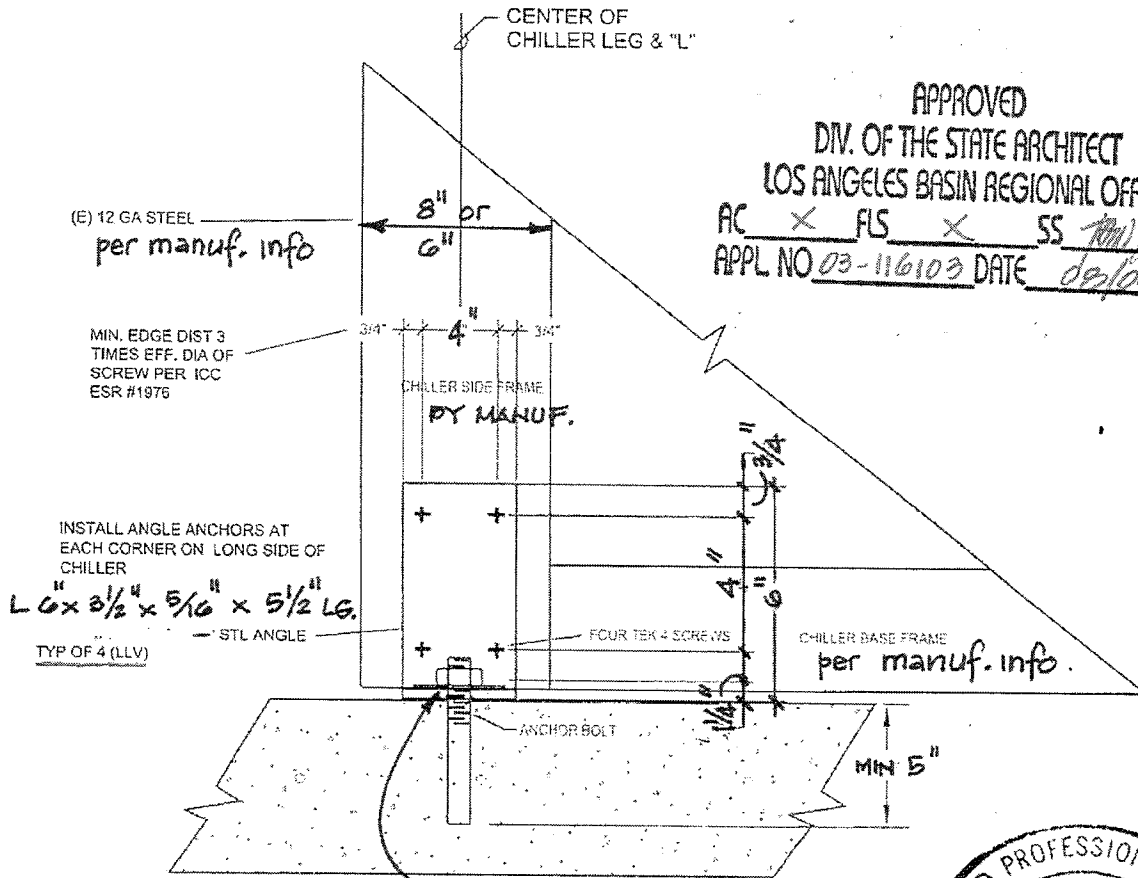
DSA APPROVED

DIV. OF THE STATE ARCHITECT
LOS ANGELES BASIN REGIONAL OFFICE

AC X FLS X SS TAD/VA

APPL NO 03-116103 DATE 08/09/16

NOTE: RIVETS STICK OUT = 3/32"



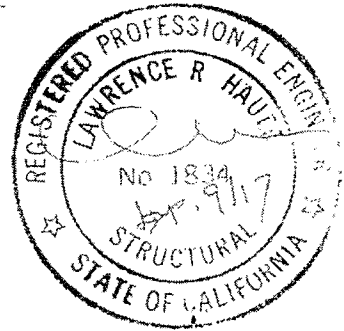
APPROVED
 DIV. OF THE STATE ARCHITECT
 LOS ANGELES BASIN REGIONAL OFFICE
 AC X FLS X SS *RM/VA*
 APPL NO 03-116103 DATE 09/09/16

INSTALL ANGLE ANCHORS AT EACH CORNER ON LONG SIDE OF CHILLER
L 6" x 3 1/2" x 5/16" x 5 1/2" LG.
 - STL ANGLE
 TYP OF 4 (LLV)

- NOTES:
1. FOR ANCHORAGE, PROVIDE 3/4" DIA SIMPSON STAINLESS STEEL STRONG BOLT TWO ANCHOR, MIN 5-1/8" EMBED, MIN 8" CONC THK'S, IN MIN 3000 PSI LW CONCRETE. INSTALL PER ICC ESR-3037 W/ 80 FT.LBS TORQUE. SPECIAL INSPECTION REQUIRED
 2. SCREWS SHALL BE TEK 4 12-24 7/8" LONG. INSTALLED PER ICC ESR 1976 (EXP. DATE JULY 2018)

(WITH PRE TENSION WASHER?)

ELEVATION VIEW OF ANCHOR
 NO SCALE

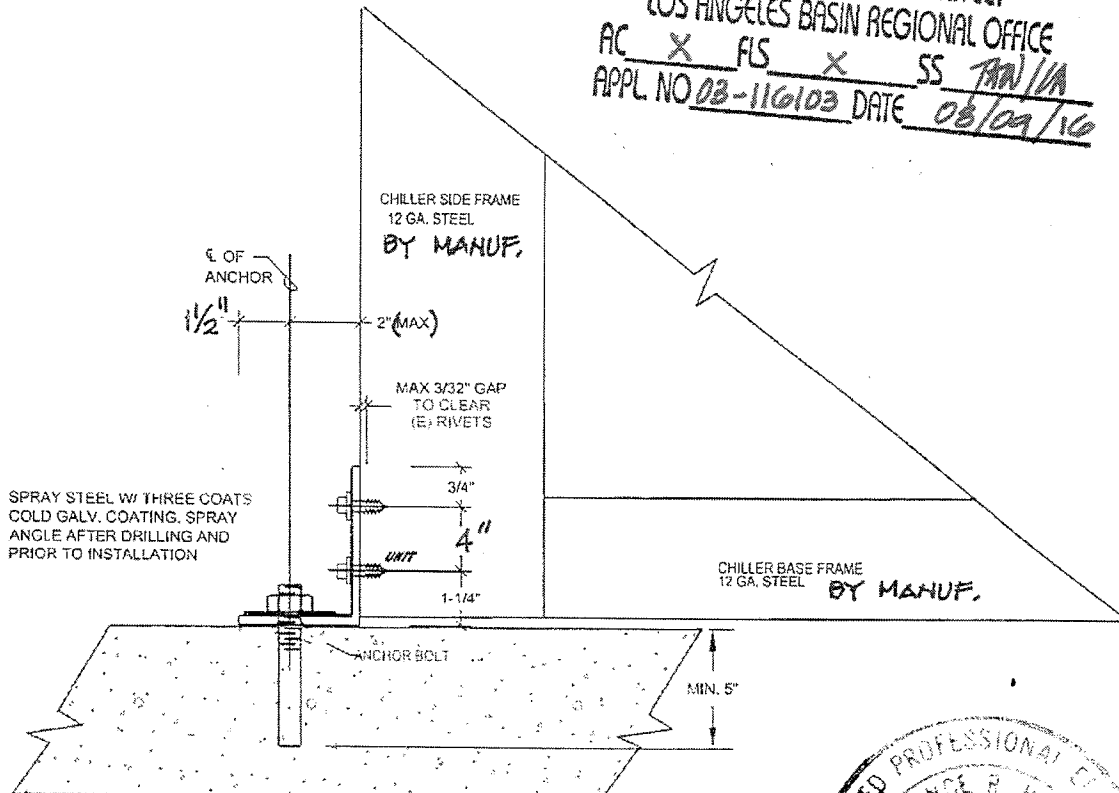


AE Group
 Mechanical Engineers, Inc.
 838 East Front Street
 Ventura, California 93001
 (805) 653-1722 FAX: (805) 653-7260
 hugh@aegroupmc.com

OXNARD UNIFIED SCHOOL DISTRICT
 EMILE RITCHEN ELEMENTARY SCHOOL
 CHILLED WATER SYSTEM UPGRADE
 DSA Appl. No.: 03-116103

Modifies:	NONE	Sketch No.:	MKA-002
Scale:	NO SCALE	Print Date:	08/04/2016
Revised:	ADDITIONAL CHILLER ANCHORAGE		

APPROVED
 DIV. OF THE STATE ARCHITECT
 LOS ANGELES BASIN REGIONAL OFFICE
 AC X FLS X SS TAN/VA
 APPL. NO 03-116103 DATE 08/09/16



NOTES:
 1. FOR ANCHORAGE, PROVIDE 3/4" DIA SIMPSON STAINLESS STEEL STRONG
 BOLT TWO ANCHOR, MIN 5-1/8" EMBED, MIN 8" CONC THK'S, IN MIN 3000 PSI LW
 CONCRETE. INSTALL PER ICC ESR-3037 W/ 80 FT.LBS TORQUE. SPECIAL
 INSPECTION REQUIRED. SEE DSA APPROVED DETAIL 1 SHEET M2.0

SIDE VIEW OF ANCHOR
 NO SCALE



AE Group Mechanical Engineers, Inc. 838 East Front Street Ventura, California 93001 (805) 653-1722 FAX: (805) 653-7260 hugh@ae-groupme.com	OXNARD UNIFIED SCHOOL DISTRICT EMILE RITCHEN ELEMENTARY SCHOOL CHILLED WATER SYSTEM UPGRADE DSA Appl. No.: 03-116103	Modifies: NONE	Sketch No.: MKA-003
		Scale: NO SCALE	Print Date: 08/04/2016
		Revision: ADDITIONAL CHILLER ANCHORAGE	

SECTION 00310

AGREEMENT #15-188

THIS AGREEMENT is made this 16th day of March, 2016, in the City of Oxnard, County of Ventura, State of California, by and between **OXNARD SCHOOL DISTRICT**, a California School District, hereinafter called the "District" and **Bon Air Inc.**, hereinafter called the "Contractor", with a principal place of business located at 11340 W. Olympic Blvd., #302, Los Angeles, CA 90064.

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

1.01 The Work. Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner and in strict compliance with the terms and conditions of the Contract Documents all of the Work required in connection with the work of improvement commonly referred to as:

Bid #15-01
RITCHEN SCHOOL
HVAC CHILLER PLANT PROJECT

Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect, and other Contract Documents enumerated in Article 5 below, along with all modifications and addenda thereto, in strict accordance with the Contract Documents.

1.02 Contract Time.

A. Final Completion of the Work. The Work shall be commenced on the date stated in the initial Notice to Proceed issued by the District to the Contractor and shall be completed within **one hundred seventy three (173) consecutive calendar days for phases 1 and 2, plus an additional one hundred ninety two (192) consecutive calendar days to complete phase 3, for a total of three hundred sixty-five (365) consecutive calendar days for project completion** from the date stated in the initial Notice to Proceed. See General Conditions, Article 7.

<u>Project</u>	<u>Starting Date</u>	<u>Completion Date</u>
Ritchen School		
TOTAL CONTRACT PERIOD:		
Add backup 79 ton chiller plant	March 17, 2016**	March 16, 2017
Equipment Lead time (Phase 1)	March 17, 2016	June 28, 2016
Construction period (Phase 2)	June 18, 2016	August 10, 2016

****NOTE: Existing/Modified Chiller System MUST remain in service until June 18, 2016 and be back on line by August 10, 2016, NO EXCEPTIONS.**

1.03 Contract Price. The District shall pay the Contractor as full consideration for the Contractor’s full, complete and faithful performance of the Contractor’s obligations under the Contract Documents, subject to any additions or deduction as provided for in the Contract Documents, the Contract Price of One Hundred Forty Eight Thousand Dollars (\$148,000.00). The Contract Price is based upon the Contractor’s Base Bid Proposal. The District’s payment of the Contract Price shall be in accordance with the Contract Documents.

1.04 Liquidated Damages. In the event of the failure or refusal of the Contractor to achieve Completion of the Work of the Contract Documents within the Contract Time, as adjusted, or completion of the Interim Milestones as provided in the Contract Special Conditions, the Contractor shall be subject to assessment of Liquidated Damages in accordance with the Contract Documents.

1.05 The Contract Documents. The Contract Documents consist of the following:

- | | |
|--|-----------------------------------|
| Notice to Contractors Calling for Bids | PWC-100 OSD Contractors Data Form |
| Instructions for Bidders | Drug Free Workplace Certification |
| Bid Proposal | Fingerprinting Certificate |
| Subcontractors List | DVBE Participation Goal |
| Non-Collusion Affidavit | Guarantee |
| Statement of Bidder’s Qualifications | Project Forms |
| Bid Security | General Conditions |
| Agreement | Special Conditions |
| Labor and Material Payment Bond | Specifications |
| Performance Bond | Drawings |
| Certificate of Workers Compensation | |

1.06 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.

DISTRICT

OXNARD SCHOOL DISTRICT,
a California School District

By: *Lisa Cline*
Lisa Cline, ~~Assistant~~ Superintendent, Business &
Fiscal Services Deputy

BON AIR INC.

499561
(Contractor's License Number)

By: *BH*

Name: BAHMAN HANNANI

Title: PRESIDENT
(Corporate Seal)

END OF SECTION

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 9/21/16

- STUDY SESSION _____
- CLOSED SESSION _____
- SECTION A: PRELIMINARY _____
- SECTION B: HEARINGS _____
- SECTION C: CONSENT AGENDA _____

- Agreement Category:
- Academic
 - Enrichment
 - Special Education
 - Support Services
 - Personnel
 - Legal
 - Facilities

- SECTION D: ACTION _____
- SECTION E: REPORTS/DISCUSSION _____
- SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

RESOLUTION #16-09: ADOPTION OF APPROPRIATIONS LIMIT (GANN) & APPROPRIATIONS SUBJECT TO THE LIMIT FOR 2015-2016 AND 2016-2017 (Cline/Penanhoat)

Proposition 4, better known as the Gann Amendment, was established in Statute of 1980 that requires California State and Local governments, including school districts, to establish yearly appropriation limits through a series of calculations. Since that time, various legislative changes have occurred that have reduced it to a paperwork process that, while mandated, has no fiscal impact on schools.

In accordance with Government Code Section 7906(f) and Article XIII B of the California Constitution, the District must adopt the appropriations limit for fiscal years 2015-2016 and 2016-2017.

FISCAL IMPACT

None.

RECOMMENDATION:

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees adopt the Appropriations Limit Resolution #16-09 for 2015-2016 and 2016-2017 as required by law.

ADDITIONAL MATERIAL

Attached: Resolution #16-09 (2 pages)
SACS Form GANN (3 pages)

OXNARD SCHOOL DISTRICT

**RESOLUTION FOR ADOPTION OF APPROPRIATIONS LIMIT (GANN)
AND
APPROPRIATIONS SUBJECT TO THE LIMIT FOR 2015-2016 AND 2016-2017**

RESOLUTION # 16-09

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4; commonly called the Gann Amendment which added Article XIII B to the California Constitution; and

WHEREAS, the provisions of the Article establish maximum appropriation limits commonly called "Gann Limits" for public agencies, including school districts, and

WHEREAS, the District must establish and report to the Superintendent of Public Instruction and to the Director of Finance at least annually its appropriations limits, its appropriations subject to limitation, the amount of its State Aid apportionments and subventions included within the proceeds of taxes of the school district, and amounts excluded from its appropriations limit;

NOW, THEREFORE, BE IT RESOLVED, that this Board does provide public notice that the attached calculations and documentation of the revised Appropriation Limits and funds subject to the limit for the 2015-2016 fiscal year and the 2016-2017 fiscal year are made in accordance with applicable constitutional and statutory law, and that the estimated 2016-2017 appropriations limit of the Oxnard School District is \$93,188,136.93 and that the actual 2015-16 appropriations limit was \$88,421,280.28.

AND, BE IT FURTHER RESOLVED that this Board does hereby declare that the appropriations in the budget for the 2015-2016 and 2016-2017 fiscal years do not exceed the limitations imposed by Proposition 4;

AND, BE IT FURTHER RESOLVED that the Superintendent provide copies of this resolution, along with appropriate attachments to interested citizens of this district.

ADOPTED this 21st day of September, 2016.

President, Board of Trustees

Clerk, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

STATE OF CALIFORNIA)

)ss

COUNTY OF VENTURA)

I, Debra M. Cordes, Clerk of the Board of Trustees of the Oxnard School District, do hereby certify that the foregoing Resolution #16-09 was adopted by the Board of Trustees of said district at a meeting of said Board held on the 21st day of September, 2016, and that it was so adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: _____
Clerk of the Board of Trustees

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: September 21, 2016

- STUDY SESSION _____
- CLOSED SESSION _____
- SECTION A: PRELIMINARY _____
- SECTION B: HEARINGS _____
- SECTION C: CONSENT AGENDA _____

- Agreement Category:
- _____ Academic
 - _____ Enrichment
 - _____ Special Education
 - _____ Support Services
 - _____ Personnel
 - _____ Legal
 - _____ Facilities

- SECTION D: ACTION X
- SECTION E: REPORTS/DISCUSSION _____
- SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

Oxnard School District 2015-16 Unaudited Actual Financial Information (Cline/Penanhoat)

In keeping with Educational Code Section 42100 which states that “*On or before September 15, the governing board of each school district shall approve, on a form prescribed by the Superintendent of Public Instruction, an annual statement of all receipts and expenditures of the district for the preceding fiscal year and shall file the statement with the County Superintendent of Schools*”, the Oxnard School District 2015-16 Unaudited Actual Financial Information is presented to the Board.

This year VCOE has approved extending the above filing deadline to September 22 since they are aware that the closest Board meeting date is the 21st.

FISCAL IMPACT

None.

RECOMMENDATION

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees accept the Oxnard School District 2015-16 Unaudited Actual Financial Information and authorize its filing with the Ventura County Office of Education.

ADDITIONAL MATERIAL

Attached: Oxnard School District Unaudited Actual Financial Information (135 pages)

DISTRICT GOAL(S):

Goal 6 - Develop the Annual Budget to Support the Educational Goals of the District

2015-2016 UNAUDITED ACTUAL FINANCIAL INFORMATION



Board Meeting of
September 21, 2016

Lisa Cline, Deputy Superintendent, Business & Fiscal
Services

Janet Penanhoat, Director of Finance

Vision:
Empowering All Children
to
Achieve Excellence

Mission:
Ensure a culturally diverse education for each
student in a safe, healthy and supportive
environment that prepares students for college
and career opportunities.



OXNARD SCHOOL DISTRICT

1051 South A Street • Oxnard, CA 93030 • (805) 385-1501

OXNARD SCHOOL DISTRICT Unaudited Actual Financial Information 2015-2016

September 21, 2016

Members of the Board of Trustees
Citizens and Administration of the District

Ladies and Gentlemen:

Educational Code Section 42100 states that “*on or before September 15, the governing board of each school district shall approve, on a form prescribed by the Superintendent of Public Instruction, an annual statement of all receipts and expenditures of the district for the preceding fiscal year and shall file the statement with the County Superintendent of Schools.*” Since the closest Board meeting date is the 21st, for Fiscal Year 2015-2016 the Unaudited Actuals will be submitted to the VCOE for review on September 22, 2016 .

In keeping with Educational Code Section 42100 the Oxnard School District is providing for your review the final Unaudited Actuals for the financial year ending June 30, 2016 for all District funds.

With the exception of the District’s beginning balance and reserve adjustments the 2016-17 budget remains unchanged from the June 22, 2016 Adopted Budget. Changes in the estimated fund balances due to the 2015-16 ‘Unaudited Actuals’ are incorporated into the beginning balances for 2016-17 for all funds.

Respectfully Submitted,

Lisa Cline
Deputy Superintendent, Business & Fiscal Services

INDEX

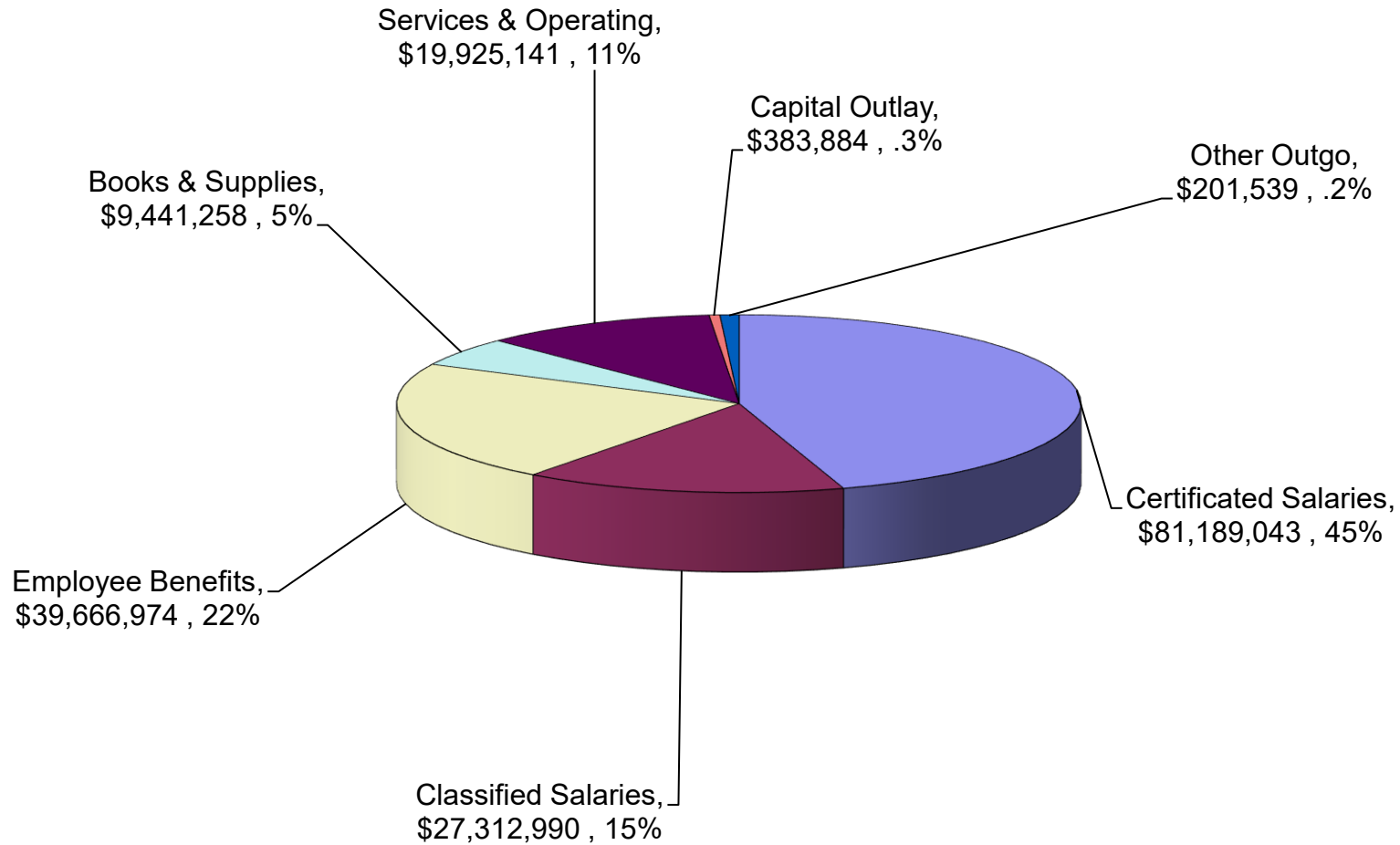
CHARTS

→2015-16 Actuals – By Type	1
→2015-16 Actuals – By Function	2

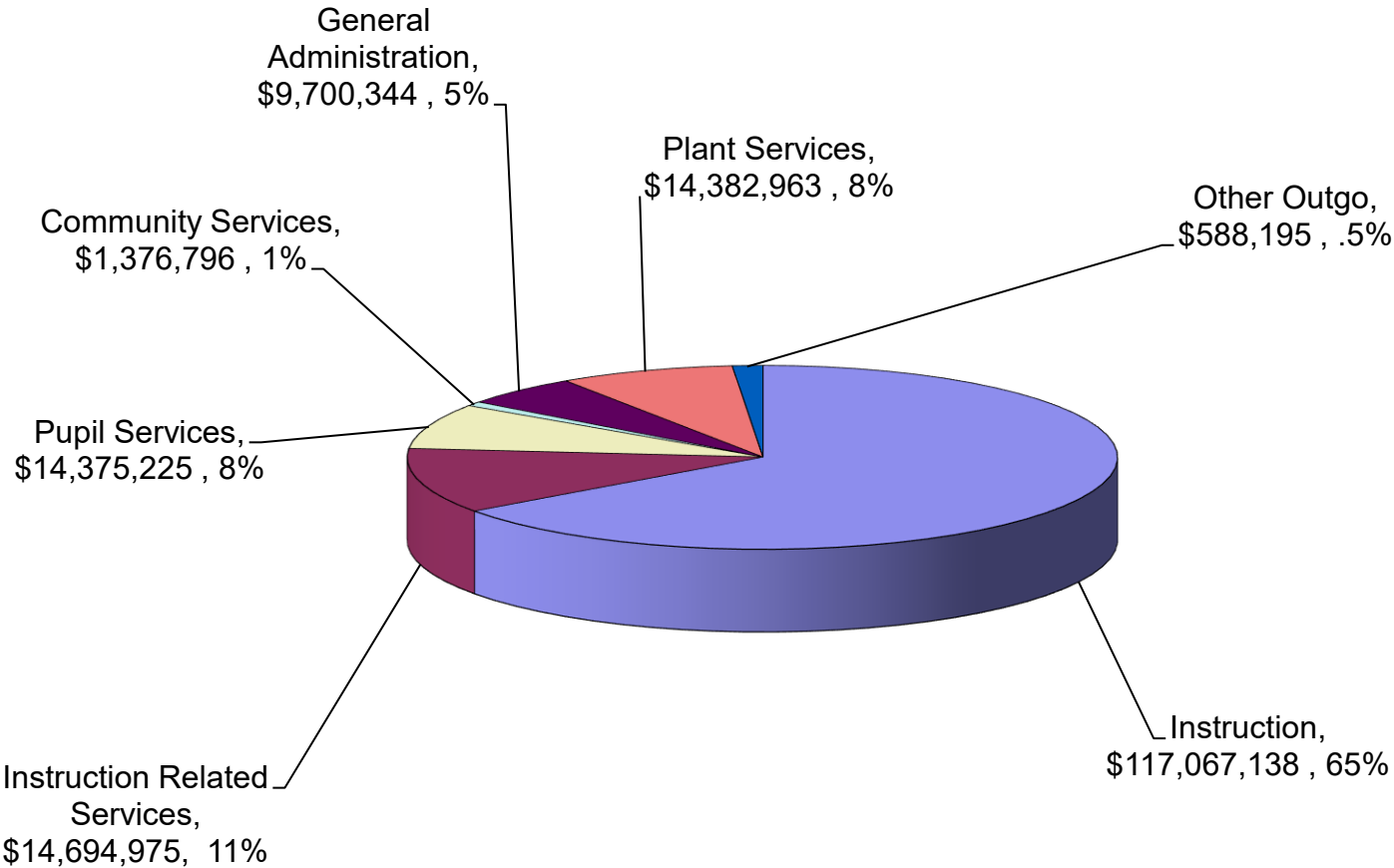
SACS FINANCIAL REPORTS

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2015-16 Unaudited Actuals-General Fund Expenditures by Type



2015-16
Unaudited Actuals-General Fund Expenditures by Function



Unaudited Actuals
FINANCIAL REPORTS
2015-16 Unaudited Actuals
Summary of Unaudited Actual Data Submission

Following is a summary of the critical data elements contained in your unaudited actual data. Since these data may have fiscal implications for your agency, please verify their accuracy before filing your unaudited actual financial reports.

Form	Description	Value
CEA	Percent of Current Cost of Education Expended for Classroom Compensation Must equal or exceed 60% for elementary, 55% for unified, and 50% for high school districts or future apportionments may be affected. (EC 41372)	60.54%
	CEA Deficiency Amount Applicable to districts not exempt from the requirement and not meeting the minimum classroom compensation percentage - see Form CEA for further details.	\$0.00
GANN	Adjustments to Appropriations Limit Per Government Code Section 7902.1 If this amount is not zero, it represents an increase to your appropriations limit. The Department of Finance must be notified of increases within 45 days of budget adoption.	\$0.00
	Adjusted Appropriations Limit	\$88,421,280.28
	Appropriations Subject to Limit These amounts represent the board approved Appropriations Limit and Appropriations Subject to Limit pursuant to Government Code Section 7906 and EC 42132.	\$88,421,280.28
ICR	Preliminary Proposed Indirect Cost Rate Fixed-with-carry-forward indirect cost rate for use in 2017-18, subject to CDE approval.	6.11%
NCMOE	No Child Left Behind (NCLB) Maintenance of Effort (MOE) Determination If MOE Not Met, the 2017-18 apportionment may be reduced by the lesser of the following two percentages: MOE Deficiency Percentage - Based on Total Expenditures MOE Deficiency Percentage - Based on Expenditures Per ADA	MOE Met

UNAUDITED ACTUAL FINANCIAL REPORT:

To the County Superintendent of Schools:

2015-16 UNAUDITED ACTUAL FINANCIAL REPORT. This report was prepared in accordance with Education Code Section 41010 and is hereby approved and filed by the governing board of the school district pursuant to Education Code Section 42100.

Signed _____
Clerk/Secretary of the Governing Board
(Original signature required)

Date of Meeting: Sept 21, 2016

To the Superintendent of Public Instruction:

2015-16 UNAUDITED ACTUAL FINANCIAL REPORT. This report has been verified for accuracy by the County Superintendent of Schools pursuant to Education Code Section 42100.

Signed _____
County Superintendent/Designee
(Original signature required)

Date: _____

For additional information on the unaudited actual reports, please contact:

For County Office of Education:

Paula Driscoll
Name
Executive Director, Schl Bus & Advisory Servic
Title
805-383-1981
Telephone
pdriscoll@vcoe.org
E-mail Address

For School District:

Janet Penanhoat
Name
Director of Finance
Title
805-385-1501 x2455
Telephone
jpenanhoat@oxnardsd.org
E-mail Address

G = General Ledger Data; S = Supplemental Data

Form	Description	Data Supplied For:	
		2015-16 Unaudited Actuals	2016-17 Budget
01	General Fund/County School Service Fund	GS	GS
09	Charter Schools Special Revenue Fund		
10	Special Education Pass-Through Fund		
11	Adult Education Fund		
12	Child Development Fund	G	G
13	Cafeteria Special Revenue Fund	G	G
14	Deferred Maintenance Fund		
15	Pupil Transportation Equipment Fund		
17	Special Reserve Fund for Other Than Capital Outlay Projects	G	G
18	School Bus Emissions Reduction Fund		
19	Foundation Special Revenue Fund		
20	Special Reserve Fund for Postemployment Benefits		
21	Building Fund	G	G
25	Capital Facilities Fund	G	G
30	State School Building Lease-Purchase Fund		
35	County School Facilities Fund	G	G
40	Special Reserve Fund for Capital Outlay Projects		
49	Capital Project Fund for Blended Component Units		
51	Bond Interest and Redemption Fund	G	G
52	Debt Service Fund for Blended Component Units		
53	Tax Override Fund		
56	Debt Service Fund		
57	Foundation Permanent Fund		
61	Cafeteria Enterprise Fund		
62	Charter Schools Enterprise Fund		
63	Other Enterprise Fund		
66	Warehouse Revolving Fund		
67	Self-Insurance Fund		
71	Retiree Benefit Fund	G	G
73	Foundation Private-Purpose Trust Fund		
76	Warrant/Pass-Through Fund		
95	Student Body Fund		
76A	Changes in Assets and Liabilities (Warrant/Pass-Through)		
95A	Changes in Assets and Liabilities (Student Body)		
A	Average Daily Attendance	S	S
ASSET	Schedule of Capital Assets	S	
CA	Unaudited Actuals Certification	S	
CAT	Schedule for Categoricals		
CEA	Current Expense Formula/Minimum Classroom Comp. - Actuals	GS	
CHG	Change Order Form		
DEBT	Schedule of Long-Term Liabilities	S	
GANN	Appropriations Limit Calculations	GS	GS
ICR	Indirect Cost Rate Worksheet	GS	
L	Lottery Report	GS	
NCMOE	No Child Left Behind Maintenance of Effort	GS	
PCRAF	Program Cost Report Schedule of Allocation Factors	GS	

G = General Ledger Data; S = Supplemental Data

Form	Description	Data Supplied For:	
		2015-16 Unaudited Actuals	2016-17 Budget
PCR	Program Cost Report	GS	
SEA	Special Education Revenue Allocations		
SEAS	Special Education Revenue Allocations Setup (SELPA Selection)		
SIAA	Summary of Interfund Activities - Actuals	G	

Description	2015-16 Unaudited Actuals			2016-17 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
A. DISTRICT						
1. Total District Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	16,359.27	16,361.67	16,359.89	16,363.19	16,363.19	16,363.19
2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
3. Total Basic Aid Open Enrollment Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
4. Total, District Regular ADA (Sum of Lines A1 through A3)	16,359.27	16,361.67	16,359.89	16,363.19	16,363.19	16,363.19
5. District Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class	60.64	61.72	60.64	60.66	60.66	60.66
c. Special Education-NPS/LCI						
d. Special Education Extended Year	5.06	5.06	5.06	5.06	5.06	5.06
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools, Technical, Agricultural, and Natural Resource Conservation Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)	65.70	66.78	65.70	65.72	65.72	65.72
6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)	16,424.97	16,428.45	16,425.59	16,428.91	16,428.91	16,428.91
7. Adults in Correctional Facilities						
8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	2015-16 Unaudited Actuals			2016-17 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
B. COUNTY OFFICE OF EDUCATION						
1. County Program Alternative Education ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, County Program Alternative Education ADA (Sum of Lines B1a through B1c)	0.00	0.00	0.00	0.00	0.00	0.00
2. District Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools, Technical, Agricultural, and Natural Resource Conservation Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
g. Total, District Funded County Program ADA (Sum of Lines B2a through B2f)	0.00	0.00	0.00	0.00	0.00	0.00
3. TOTAL COUNTY OFFICE ADA (Sum of Lines B1d and B2g)	0.00	0.00	0.00	0.00	0.00	0.00
4. Adults in Correctional Facilities						
5. County Operations Grant ADA						
6. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	2015-16 Unaudited Actuals			2016-17 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
C. CHARTER SCHOOL ADA						
Authorizing LEAs reporting charter school SACS financial data in their Fund 01, 09, or 62 use this worksheet to report ADA for those charter schools. Charter schools reporting SACS financial data separately from their authorizing LEAs in Fund 01 or Fund 62 use this worksheet to report their ADA.						
FUND 01: Charter School ADA corresponding to SACS financial data reported in Fund 01.						
1. Total Charter School Regular ADA						
2. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C2a through C2c)	0.00	0.00	0.00	0.00	0.00	0.00
3. Charter School Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools, Technical, Agricultural, and Natural Resource Conservation Schools						
f. Total, Charter School Funded County Program ADA (Sum of Lines C3a through C3e)	0.00	0.00	0.00	0.00	0.00	0.00
4. TOTAL CHARTER SCHOOL ADA (Sum of Lines C1, C2d, and C3f)	0.00	0.00	0.00	0.00	0.00	0.00
FUND 09 or 62: Charter School ADA corresponding to SACS financial data reported in Fund 09 or Fund 62.						
5. Total Charter School Regular ADA						
6. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C6a through C6c)	0.00	0.00	0.00	0.00	0.00	0.00
7. Charter School Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools, Technical, Agricultural, and Natural Resource Conservation Schools						
f. Total, Charter School Funded County Program ADA (Sum of Lines C7a through C7e)	0.00	0.00	0.00	0.00	0.00	0.00
8. TOTAL CHARTER SCHOOL ADA (Sum of Lines C5, C6d, and C7f)	0.00	0.00	0.00	0.00	0.00	0.00
9. TOTAL CHARTER SCHOOL ADA Reported in Fund 01, 09, or 62 (Sum of Lines C4 and C8)	0.00	0.00	0.00	0.00	0.00	0.00

	Unaudited Balance July 1	Audit Adjustments/ Restatements	Audited Balance July 1	Increases	Decreases	Ending Balance June 30
Governmental Activities:						
Capital assets not being depreciated:						
Land	27,138,791.00		27,138,791.00	0.00		27,138,791.00
Work in Progress	19,894,673.00	1,135,055.00	21,029,728.00	11,115,847.00		32,145,575.00
Total capital assets not being depreciated	47,033,464.00	1,135,055.00	48,168,519.00	11,115,847.00	0.00	59,284,366.00
Capital assets being depreciated:						
Land Improvements	23,718,323.00		23,718,323.00	100,059.25		23,818,382.25
Buildings	226,747,567.00		226,747,567.00	32,585.00		226,780,152.00
Equipment	8,621,651.00		8,621,651.00	633,660.34		9,255,311.34
Total capital assets being depreciated	259,087,541.00	0.00	259,087,541.00	766,304.59	0.00	259,853,845.59
Accumulated Depreciation for:						
Land Improvements	(9,424,214.00)		(9,424,214.00)	(889,759.93)		(10,313,973.93)
Buildings	(32,926,912.00)		(32,926,912.00)	(3,870,102.60)		(36,797,014.60)
Equipment	(4,464,081.00)		(4,464,081.00)	(535,309.00)		(4,999,390.00)
Total accumulated depreciation	(46,815,207.00)	0.00	(46,815,207.00)	(5,295,171.53)	0.00	(52,110,378.53)
Total capital assets being depreciated, net	212,272,334.00	0.00	212,272,334.00	(4,528,866.94)	0.00	207,743,467.06
Governmental activity capital assets, net	259,305,798.00	1,135,055.00	260,440,853.00	6,586,980.06	0.00	267,027,833.06
Business-Type Activities:						
Capital assets not being depreciated:						
Land			0.00			0.00
Work in Progress			0.00			0.00
Total capital assets not being depreciated	0.00	0.00	0.00	0.00	0.00	0.00
Capital assets being depreciated:						
Land Improvements			0.00			0.00
Buildings			0.00			0.00
Equipment			0.00			0.00
Total capital assets being depreciated	0.00	0.00	0.00	0.00	0.00	0.00
Accumulated Depreciation for:						
Land Improvements			0.00			0.00
Buildings			0.00			0.00
Equipment			0.00			0.00
Total accumulated depreciation	0.00	0.00	0.00	0.00	0.00	0.00
Total capital assets being depreciated, net	0.00	0.00	0.00	0.00	0.00	0.00
Business-type activity capital assets, net	0.00	0.00	0.00	0.00	0.00	0.00

Unaudited Actuals
2015-16 Unaudited Actuals
LOTTERY REPORT
Revenues, Expenditures and
Ending Balances - All Funds

Description	Object Codes	Lottery: Unrestricted (Resource 1100)	Transferred to Other Resources for Expenditure	Lottery: Instructional Materials (Resource 6300)*	Totals
A. AMOUNT AVAILABLE FOR THIS FISCAL YEAR					
1. Adjusted Beginning Fund Balance	9791-9795	29.53		112,734.53	112,764.06
2. State Lottery Revenue	8560	2,532,152.74		875,956.56	3,408,109.30
3. Other Local Revenue	8600-8799	0.00		0.00	0.00
4. Transfers from Funds of Lapsed/Reorganized Districts	8965	0.00		0.00	0.00
5. Contributions from Unrestricted Resources (Total must be zero)	8980	0.00			0.00
6. Total Available (Sum Lines A1 through A5)		2,532,182.27	0.00	988,691.09	3,520,873.36
B. EXPENDITURES AND OTHER FINANCING USES					
1. Certificated Salaries	1000-1999	2,026,890.55			2,026,890.55
2. Classified Salaries	2000-2999	74,389.31			74,389.31
3. Employee Benefits	3000-3999	422,903.70			422,903.70
4. Books and Supplies	4000-4999	2,229.96		354,563.60	356,793.56
5. a. Services and Other Operating Expenditures (Resource 1100)	5000-5999	5,768.75			5,768.75
b. Services and Other Operating Expenditures (Resource 6300)	5000-5999, except 5100, 5710, 5800				
c. Duplicating Costs for Instructional Materials (Resource 6300)	5100, 5710, 5800			38,880.18	38,880.18
6. Capital Outlay	6000-6999	0.00			0.00
7. Tuition	7100-7199	0.00			0.00
8. Interagency Transfers Out					
a. To Other Districts, County Offices, and Charter Schools	7211,7212,7221, 7222,7281,7282	0.00			0.00
b. To JPAs and All Others	7213,7223, 7283,7299	0.00			0.00
9. Transfers of Indirect Costs	7300-7399				
10. Debt Service	7400-7499	0.00			0.00
11. All Other Financing Uses	7630-7699	0.00			0.00
12. Total Expenditures and Other Financing Uses (Sum Lines B1 through B11)		2,532,182.27	0.00	393,443.78	2,925,626.05
C. ENDING BALANCE					
(Must equal Line A6 minus Line B12)	979Z	0.00	0.00	595,247.31	595,247.31
D. COMMENTS:					
Follett School Solutions - OnLine educational applications/resources					

Data from this report will be used to prepare a report to the Legislature as required by Control Section 24.60 of the Budget Act.

*Pursuant to Government Code Section 8880.4(a)(2)(B) and the definition in Education Code Section 60010(h), Resource 6300 funds are to be used for the purchase of instructional materials only. Any amounts in the shaded cells of this column should be reviewed for appropriateness.

Current Expense Formula/Minimum Classroom Compensation

PART I - CURRENT EXPENSE FORMULA	Total Expense for Year (1)	EDP No.	Reductions (See Note 1) (2)	EDP No.	Current Expense of Education (Col 1 - Col 2) (3)	EDP No.	Reductions (Extracted) (See Note 2) (4a)	Reductions (Overrides)* (See Note 2) (4b)	EDP No.	Current Expense-Part II (Col 3 - Col 4) (5)	EDP No.
1000 - Certificated Salaries	81,189,043.01	301	11,004.48	303	81,178,038.53	305	2,249,087.99		307	78,928,950.54	309
2000 - Classified Salaries	27,312,990.01	311	561,214.32	313	26,751,775.69	315	705,646.45		317	26,046,129.24	319
3000 - Employee Benefits	39,666,974.43	321	4,213,761.61	323	35,453,212.82	325	621,823.52		327	34,831,389.30	329
4000 - Books, Supplies Equip Replace. (6500)	9,441,257.71	331	19,172.09	333	9,422,085.62	335	611,228.57		337	8,810,857.05	339
5000 - Services. . . & 7300 - Indirect Costs	19,374,401.21	341	829,238.74	343	18,545,162.47	345	5,191,341.12		347	13,353,821.35	349
TOTAL					171,350,275.13	365			TOTAL	161,971,147.48	369

Note 1 - In Column 2, report expenditures for the following programs: Nonagency (Goals 7100-7199), Community Services (Goal 8100), Food Services (Function 3700), Fringe Benefits for Retired Persons (Objects 3701-3702), and Facilities Acquisition & Construction (Function 8500).

Note 2 - In Column 4, report expenditures for: Transportation (Function 3600), Lottery Expenditures (Resource 1100), Special Education Students in Nonpublic Schools (Function 1180), and other federal or state categorical aid in which funds were granted for expenditures in a program not incurring any teacher salary expenditures or requiring disbursement of the funds without regard to the requirements of EC Section 41372.

* If an amount (even zero) is entered in any row of Column 4b or in Line 13b, the form uses only the values in Column 4b and Line 13b rather than the values in Column 4a and Line 13a.

PART II: MINIMUM CLASSROOM COMPENSATION (Instruction, Functions 1000-1999)		Object	EDP No.
1. Teacher Salaries as Per EC 41011.		1100	375
2. Salaries of Instructional Aides Per EC 41011.		2100	380
3. STRS.		3101 & 3102	382
4. PERS.		3201 & 3202	383
5. OASDI - Regular, Medicare and Alternative.		3301 & 3302	384
6. Health & Welfare Benefits (EC 41372) (Include Health, Dental, Vision, Pharmaceutical, and Annuity Plans).		3401 & 3402	385
7. Unemployment Insurance.		3501 & 3502	390
8. Workers' Compensation Insurance.		3601 & 3602	392
9. OPEB, Active Employees (EC 41372).		3751 & 3752	393
10. Other Benefits (EC 22310).		3901 & 3902	393
11. SUBTOTAL Salaries and Benefits (Sum Lines 1 - 10).			395
12. Less: Teacher and Instructional Aide Salaries and Benefits deducted in Column 2.			
13a. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4a (Extracted).			396
b. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4b (Overrides)*			396
14. TOTAL SALARIES AND BENEFITS.			397
15. Percent of Current Cost of Education Expended for Classroom Compensation (EDP 397 divided by EDP 369) Line 15 must equal or exceed 60% for elementary, 55% for unified and 50% for high school districts to avoid penalty under provisions of EC 41372.			60.54%
16. District is exempt from EC 41372 because it meets the provisions of EC 41374. (If exempt, enter 'X')			

PART III: DEFICIENCY AMOUNT	
A deficiency amount (Line 5) is only applicable to districts not meeting the minimum classroom compensation percentage required under EC 41372 and not exempt under the provisions of EC 41374.	
1. Minimum percentage required (60% elementary, 55% unified, 50% high)	60.00%
2. Percentage spent by this district (Part II, Line 15)	60.54%
3. Percentage below the minimum (Part III, Line 1 minus Line 2)	0.00%
4. District's Current Expense of Education after reductions in columns 4a or 4b (Part I, EDP 369).	161,971,147.48
5. Deficiency Amount (Part III, Line 3 times Line 4)	0.00

PART IV: Explanation for adjustments entered in Part I, Column 4b (required)	

Description	Direct Costs - Transfers In 5750	Interfund Transfers Out 5750	Indirect Costs - Transfers In 7350	Interfund Transfers Out 7350	Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
01 GENERAL FUND								
Expenditure Detail	4,874.37	0.00	0.00	(550,739.97)				
Other Sources/Uses Detail					0.00	585,992.14		
Fund Reconciliation							4,683,447.62	4,894,526.09
09 CHARTER SCHOOLS SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
10 SPECIAL EDUCATION PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
11 ADULT EDUCATION FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
12 CHILD DEVELOPMENT FUND								
Expenditure Detail	6,538.64	0.00	50,710.05	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	170,710.05
13 CAFETERIA SPECIAL REVENUE FUND								
Expenditure Detail	0.00	(24,120.66)	500,029.92	0.00				
Other Sources/Uses Detail					552,152.58	0.00		
Fund Reconciliation							569,798.19	4,500,029.92
14 DEFERRED MAINTENANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
15 PUPIL TRANSPORTATION EQUIPMENT FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
17 SPECIAL RESERVE FUND FOR OTHER THAN CAPITAL OUTLAY								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
18 SCHOOL BUS EMISSIONS REDUCTION FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
19 FOUNDATION SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation							0.00	0.00
20 SPECIAL RESERVE FUND FOR POSTEMPLOYMENT BENEFITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
21 BUILDING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
25 CAPITAL FACILITIES FUND								
Expenditure Detail	12,707.65	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	12,707.65
30 STATE SCHOOL BUILDING LEASE/PURCHASE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
35 COUNTY SCHOOL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
40 SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
49 CAP PROJ FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
51 BOND INTEREST AND REDEMPTION FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
52 DEBT SVC FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
53 TAX OVERRIDE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
56 DEBT SERVICE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
57 FOUNDATION PERMANENT FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation							0.00	0.00
61 CAFETERIA ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00

Unaudited Actuals
2015-16 Unaudited Actuals
SUMMARY OF INTERFUND ACTIVITIES
FOR ALL FUNDS

Description	Direct Costs Transfers In 5750	Interfund Transfers Out 5750	Indirect Costs - Transfers In 7350	Interfund Transfers Out 7350	Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
62 CHARTER SCHOOLS ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
63 OTHER ENTERPRISE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
66 WAREHOUSE REVOLVING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
67 SELF-INSURANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
71 RETIREE BENEFIT FUND								
Expenditure Detail								
Other Sources/Uses Detail					33,839.56		4,324,727.90	0.00
Fund Reconciliation								
73 FOUNDATION PRIVATE-PURPOSE TRUST FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00			
Fund Reconciliation							0.00	0.00
76 WARRANT/PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
95 STUDENT BODY FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
TOTALS	24,120.66	(24,120.66)	550,739.97	(550,739.97)	585,992.14	585,992.14	9,577,973.71	9,577,973.71

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals			2016-17 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
A. REVENUES									
1) LCFF Sources		8010-8099	148,788,198.69	0.00	148,788,198.69	158,919,271.00	0.00	158,919,271.00	6.8%
2) Federal Revenue		8100-8299	0.00	11,498,212.32	11,498,212.32	0.00	14,349,531.00	14,349,531.00	24.8%
3) Other State Revenue		8300-8599	11,945,719.83	11,283,960.80	23,229,680.63	6,809,155.00	5,276,957.00	12,086,112.00	-48.0%
4) Other Local Revenue		8600-8799	1,800,669.50	8,296,816.43	10,097,485.93	1,473,400.00	7,650,104.00	9,123,504.00	-9.6%
5) TOTAL, REVENUES			162,534,588.02	31,078,989.55	193,613,577.57	167,201,826.00	27,276,592.00	194,478,418.00	0.4%
B. EXPENDITURES									
1) Certificated Salaries		1000-1999	69,565,860.37	11,623,182.64	81,189,043.01	67,171,946.00	13,239,029.00	80,410,975.00	-1.0%
2) Classified Salaries		2000-2999	19,219,665.97	8,093,324.04	27,312,990.01	19,127,971.00	8,977,350.00	28,105,321.00	2.9%
3) Employee Benefits		3000-3999	29,181,544.50	10,485,429.93	39,666,974.43	30,910,286.00	7,172,776.00	38,083,062.00	-4.0%
4) Books and Supplies		4000-4999	6,416,603.87	3,024,653.84	9,441,257.71	11,895,063.00	7,252,550.00	19,147,613.00	102.8%
5) Services and Other Operating Expenditures		5000-5999	12,500,617.32	7,424,523.86	19,925,141.18	11,724,151.00	9,219,642.00	20,943,793.00	5.1%
6) Capital Outlay		6000-6999	616,805.61	301,331.73	918,137.34	3,225,000.00	358,000.00	3,583,000.00	290.2%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	2,175,970.82	0.00	2,175,970.82	2,866,937.00	0.00	2,866,937.00	31.8%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(1,437,405.18)	886,665.21	(550,739.97)	(1,303,017.00)	872,004.00	(431,013.00)	-21.7%
9) TOTAL, EXPENDITURES			138,239,663.28	41,839,111.25	180,078,774.53	145,618,337.00	47,091,351.00	192,709,688.00	7.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)									
			24,294,924.74	(10,760,121.70)	13,534,803.04	21,583,489.00	(19,814,759.00)	1,768,730.00	-86.9%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	585,992.14	0.00	585,992.14	1,407,124.00	0.00	1,407,124.00	140.1%
2) Other Sources/Uses									
a) Sources		8930-8979	8,000,000.00	0.00	8,000,000.00	0.00	0.00	0.00	-100.0%
b) Uses		7630-7699	80,000.00	0.00	80,000.00	0.00	0.00	0.00	-100.0%
3) Contributions		8980-8999	(11,405,606.68)	11,405,606.68	0.00	(18,802,460.00)	18,802,460.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(4,071,598.82)	11,405,606.68	7,334,007.86	(20,209,584.00)	18,802,460.00	(1,407,124.00)	-119.2%

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals			2016-17 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			20,223,325.92	645,484.98	20,868,810.90	1,373,905.00	(1,012,299.00)	361,606.00	-98.3%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	16,183,532.16	2,820,356.62	19,003,888.78	35,593,599.64	3,465,841.60	39,059,441.24	105.5%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			16,183,532.16	2,820,356.62	19,003,888.78	35,593,599.64	3,465,841.60	39,059,441.24	105.5%
d) Other Restatements		9795	(813,258.44)	0.00	(813,258.44)	0.00	0.00	0.00	-100.0%
e) Adjusted Beginning Balance (F1c + F1d)			15,370,273.72	2,820,356.62	18,190,630.34	35,593,599.64	3,465,841.60	39,059,441.24	114.7%
2) Ending Balance, June 30 (E + F1e)			35,593,599.64	3,465,841.60	39,059,441.24	36,967,504.64	2,453,542.60	39,421,047.24	0.9%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	20,000.00	0.00	20,000.00	0.00	0.00	0.00	-100.0%
Stores		9712	129,861.18	0.00	129,861.18	0.00	0.00	0.00	-100.0%
Prepaid Expenditures		9713	84,469.81	0.00	84,469.81	0.00	0.00	0.00	-100.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	3,465,841.60	3,465,841.60	0.00	2,538,880.16	2,538,880.16	-26.7%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments		9780	17,299,224.00	0.00	17,299,224.00	16,869,224.00	0.00	16,869,224.00	-2.5%
2015/16 1x Expenditures	0000	9780	4,370,000.00		4,370,000.00				
Bus Replacement	0000	9780	100,000.00		100,000.00				
Text Book Adoption	0000	9780	3,909,224.00		3,909,224.00				
Tech Replacement	0000	9780	1,000,000.00		1,000,000.00				
Future Property Acquisition	0000	9780	7,920,000.00		7,920,000.00				
15/16 1x Expenditures	0000	9780				4,370,000.00		4,370,000.00	
Text Book Adoption	0000	9780				2,000,000.00		2,000,000.00	
LCFF Text Book CarryOver	0000	9780				2,529,224.00		2,529,224.00	
Bus Replacement	0000	9780				50,000.00		50,000.00	
Future Property Acquisition	0000	9780				7,920,000.00		7,920,000.00	
e) Unassigned/unappropriated									
Reserve for Economic Uncertainties		9789	5,422,343.00	0.00	5,422,343.00	5,823,504.36	0.00	5,823,504.36	7.4%
Unassigned/Unappropriated Amount			12,637,701.65	0.00	12,637,701.65	14,274,776.28	(85,337.56)	14,189,438.72	12.3%

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals			2016-17 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
G. ASSETS									
1) Cash									
a) in County Treasury		9110	32,387,360.28	2,842,381.36	35,229,741.64				
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00	0.00	0.00				
b) in Banks		9120	0.00	0.00	0.00				
c) in Revolving Fund		9130	20,000.00	0.00	20,000.00				
d) with Fiscal Agent		9135	7,606,764.00	0.00	7,606,764.00				
e) collections awaiting deposit		9140	0.00	0.00	0.00				
2) Investments		9150	0.00	0.00	0.00				
3) Accounts Receivable		9200	1,329,398.73	4,192,314.38	5,521,713.11				
4) Due from Grantor Government		9290	0.00	0.00	0.00				
5) Due from Other Funds		9310	4,683,447.62	0.00	4,683,447.62				
6) Stores		9320	129,861.18	0.00	129,861.18				
7) Prepaid Expenditures		9330	84,469.81	0.00	84,469.81				
8) Other Current Assets		9340	0.00	0.00	0.00				
9) TOTAL, ASSETS			46,241,301.62	7,034,695.74	53,275,997.36				
H. DEFERRED OUTFLOWS OF RESOURCES									
1) Deferred Outflows of Resources		9490	0.00	0.00	0.00				
2) TOTAL, DEFERRED OUTFLOWS			0.00	0.00	0.00				
I. LIABILITIES									
1) Accounts Payable		9500	3,807,597.89	3,093,762.87	6,901,360.76				
2) Due to Grantor Governments		9590	1,945,578.00	0.00	1,945,578.00				
3) Due to Other Funds		9610	4,894,526.09	0.00	4,894,526.09				
4) Current Loans		9640	0.00	0.00	0.00				
5) Unearned Revenue		9650	0.00	475,091.27	475,091.27				
6) TOTAL, LIABILITIES			10,647,701.98	3,568,854.14	14,216,556.12				
J. DEFERRED INFLOWS OF RESOURCES									
1) Deferred Inflows of Resources		9690	0.00	0.00	0.00				
2) TOTAL, DEFERRED INFLOWS			0.00	0.00	0.00				
K. FUND EQUITY									
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			35,593,599.64	3,465,841.60	39,059,441.24				

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals			2016-17 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
LCFF SOURCES									
Principal Apportionment State Aid - Current Year		8011	102,564,285.00	0.00	102,564,285.00	115,464,882.00	0.00	115,464,882.00	12.6%
Education Protection Account State Aid - Current Year		8012	21,517,110.00	0.00	21,517,110.00	20,871,986.00	0.00	20,871,986.00	-3.0%
State Aid - Prior Years		8019	86,466.00	0.00	86,466.00	0.00	0.00	0.00	-100.0%
Tax Relief Subventions Homeowners' Exemptions		8021	177,627.36	0.00	177,627.36	163,441.00	0.00	163,441.00	-8.0%
Timber Yield Tax		8022	52.95	0.00	52.95	19.00	0.00	19.00	-64.1%
Other Subventions/In-Lieu Taxes		8029	6,814.16	0.00	6,814.16	6,814.00	0.00	6,814.00	0.0%
County & District Taxes Secured Roll Taxes		8041	21,036,889.54	0.00	21,036,889.54	19,657,541.00	0.00	19,657,541.00	-6.6%
Unsecured Roll Taxes		8042	496,429.53	0.00	496,429.53	496,430.00	0.00	496,430.00	0.0%
Prior Years' Taxes		8043	48,740.23	0.00	48,740.23	48,441.00	0.00	48,441.00	-0.6%
Supplemental Taxes		8044	1,149,811.34	0.00	1,149,811.34	715,908.00	0.00	715,908.00	-37.7%
Education Revenue Augmentation Fund (ERAF)		8045	221,427.65	0.00	221,427.65	1,058,664.00	0.00	1,058,664.00	378.1%
Community Redevelopment Funds (SB 617/699/1992)		8047	1,482,544.93	0.00	1,482,544.93	435,145.00	0.00	435,145.00	-70.6%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604) Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			148,788,198.69	0.00	148,788,198.69	158,919,271.00	0.00	158,919,271.00	6.8%
LCFF Transfers									
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00		0.00	0.00		0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals			2016-17 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
TOTAL, LCFF SOURCES			148,788,198.69	0.00	148,788,198.69	158,919,271.00	0.00	158,919,271.00	6.8%
FEDERAL REVENUE									
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	2,787,421.00	2,787,421.00	0.00	2,787,421.00	2,787,421.00	0.0%
Special Education Discretionary Grants		8182	0.00	387,434.79	387,434.79	0.00	387,434.00	387,434.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
NCLB: Title I, Part A, Basic Grants Low-Income and Neglected	3010	8290		4,186,847.56	4,186,847.56		4,137,173.00	4,137,173.00	-1.2%
NCLB: Title I, Part D, Local Delinquent Programs	3025	8290		0.00	0.00		0.00	0.00	0.0%
NCLB: Title II, Part A, Teacher Quality	4035	8290		800,161.56	800,161.56		792,072.00	792,072.00	-1.0%
NCLB: Title III, Immigrant Education Program	4201	8290		30,211.07	30,211.07		18,753.00	18,753.00	-37.9%

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals			2016-17 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
NCLB: Title III, Limited English Proficient (LEP) Student Program	4203	8290		866,859.61	866,859.61		831,129.00	831,129.00	-4.1%
NCLB: Title V, Part B, Public Charter Schools Grant Program (PCSGP)	4610	8290		0.00	0.00		0.00	0.00	0.0%
Other No Child Left Behind	3199, 4036-4126, 5510	8290		0.00	0.00		0.00	0.00	0.0%
Vocational and Applied Technology Education	3500-3699	8290		0.00	0.00		0.00	0.00	0.0%
Safe and Drug Free Schools	3700-3799	8290		0.00	0.00		0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	2,439,276.73	2,439,276.73	0.00	5,395,549.00	5,395,549.00	121.2%
TOTAL, FEDERAL REVENUE			0.00	11,498,212.32	11,498,212.32	0.00	14,349,531.00	14,349,531.00	24.8%
OTHER STATE REVENUE									
Other State Apportionments									
ROC/P Entitlement Prior Years	6360	8319		0.00	0.00		0.00	0.00	0.0%
Special Education Master Plan Current Year	6500	8311		0.00	0.00		0.00	0.00	0.0%
Prior Years	6500	8319		0.00	0.00		0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	345,268.00	345,268.00	0.00	295,730.00	295,730.00	-14.3%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	9,146,371.00	0.00	9,146,371.00	4,335,135.00	0.00	4,335,135.00	-52.6%
Lottery - Unrestricted and Instructional Materials		8560	2,532,152.74	875,956.56	3,408,109.30	2,392,085.00	700,539.00	3,092,624.00	-9.3%
Tax Relief Subventions Restricted Levies - Other									
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
School Based Coordination Program	7250	8590		0.00	0.00		0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590		2,652,275.00	2,652,275.00		2,652,275.00	2,652,275.00	0.0%
Charter School Facility Grant	6030	8590		0.00	0.00		0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690	8590		42,715.85	42,715.85		47,926.00	47,926.00	12.2%
California Clean Energy Jobs Act	6230	8590		0.00	0.00		0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals			2016-17 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Career Technical Education Incentive Grant Program	6387	8590		0.00	0.00		0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590		0.00	0.00		0.00	0.00	0.0%
Specialized Secondary	7370	8590		0.00	0.00		0.00	0.00	0.0%
Quality Education Investment Act	7400	8590		(30,615.13)	(30,615.13)		0.00	0.00	-100.0%
Common Core State Standards Implementation	7405	8590		0.00	0.00		0.00	0.00	0.0%
All Other State Revenue	All Other	8590	267,196.09	7,398,360.52	7,665,556.61	81,935.00	1,580,487.00	1,662,422.00	-78.3%
TOTAL, OTHER STATE REVENUE			11,945,719.83	11,283,960.80	23,229,680.63	6,809,155.00	5,276,957.00	12,086,112.00	-48.0%

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals			2016-17 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
OTHER LOCAL REVENUE									
Other Local Revenue County and District Taxes									
Other Restricted Levies									
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes									
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sales									
Sale of Equipment/Supplies		8631	6,759.35	0.00	6,759.35	0.00	0.00	0.00	-100.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	103,599.84	0.00	103,599.84	80,000.00	0.00	80,000.00	-22.8%
Interest		8660	175,450.33	0.00	175,450.33	90,000.00	0.00	90,000.00	-48.7%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts									
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	271,327.59	271,327.59	0.00	231,201.00	231,201.00	-14.8%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals			2016-17 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	1,514,859.98	658,774.84	2,173,634.82	1,303,400.00	144,100.00	1,447,500.00	-33.4%
Tuition		8710	0.00	203,518.00	203,518.00	0.00	174,762.00	174,762.00	-14.1%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Apportionments									
Special Education SELPA Transfers									
From Districts or Charter Schools	6500	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6500	8792		7,163,196.00	7,163,196.00		7,100,041.00	7,100,041.00	-0.9%
From JPAs	6500	8793		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers									
From Districts or Charter Schools	6360	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6360	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6360	8793		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments									
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,800,669.50	8,296,816.43	10,097,485.93	1,473,400.00	7,650,104.00	9,123,504.00	-9.6%
TOTAL, REVENUES			162,534,588.02	31,078,989.55	193,613,577.57	167,201,826.00	27,276,592.00	194,478,418.00	0.4%

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals			2016-17 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
CERTIFICATED SALARIES									
Certificated Teachers' Salaries		1100	57,261,174.66	10,372,628.98	67,633,803.64	56,297,060.00	8,730,053.00	65,027,113.00	-3.9%
Certificated Pupil Support Salaries		1200	5,720,626.84	444,743.88	6,165,370.72	4,545,608.00	2,983,415.00	7,529,023.00	22.1%
Certificated Supervisors' and Administrators' Salaries		1300	6,554,601.50	493,133.77	7,047,735.27	6,306,478.00	949,673.00	7,256,151.00	3.0%
Other Certificated Salaries		1900	29,457.37	312,676.01	342,133.38	22,800.00	575,888.00	598,688.00	75.0%
TOTAL, CERTIFICATED SALARIES			69,565,860.37	11,623,182.64	81,189,043.01	67,171,946.00	13,239,029.00	80,410,975.00	-1.0%
CLASSIFIED SALARIES									
Classified Instructional Salaries		2100	894,292.03	4,596,015.15	5,490,307.18	1,088,922.00	4,715,333.00	5,804,255.00	5.7%
Classified Support Salaries		2200	5,161,848.90	2,097,493.34	7,259,342.24	5,010,752.00	2,165,958.00	7,176,710.00	-1.1%
Classified Supervisors' and Administrators' Salaries		2300	1,334,564.51	368,891.79	1,703,456.30	1,375,575.00	393,426.00	1,769,001.00	3.8%
Clerical, Technical and Office Salaries		2400	8,646,905.80	580,899.78	9,227,805.58	8,125,397.00	917,555.00	9,042,952.00	-2.0%
Other Classified Salaries		2900	3,182,054.73	450,023.98	3,632,078.71	3,527,325.00	785,078.00	4,312,403.00	18.7%
TOTAL, CLASSIFIED SALARIES			19,219,665.97	8,093,324.04	27,312,990.01	19,127,971.00	8,977,350.00	28,105,321.00	2.9%
EMPLOYEE BENEFITS									
STRS		3101-3102	7,069,080.43	5,585,732.49	12,654,812.92	8,142,149.00	1,587,707.00	9,729,856.00	-23.1%
PERS		3201-3202	2,226,923.01	920,628.82	3,147,551.83	2,613,972.00	1,215,832.00	3,829,804.00	21.7%
OASDI/Medicare/Alternative		3301-3302	2,509,865.59	781,207.04	3,291,072.63	2,455,511.00	862,968.00	3,318,479.00	0.8%
Health and Welfare Benefits		3401-3402	11,110,414.87	1,941,948.56	13,052,363.43	11,346,342.00	2,030,701.00	13,377,043.00	2.5%
Unemployment Insurance		3501-3502	42,737.01	9,468.28	52,205.29	41,619.00	10,639.00	52,258.00	0.1%
Workers' Compensation		3601-3602	2,478,891.54	549,283.74	3,028,175.28	2,405,494.00	618,008.00	3,023,502.00	-0.2%
OPEB, Allocated		3701-3702	3,400,628.94	633,075.87	4,033,704.81	3,542,018.00	767,656.00	4,309,674.00	6.8%
OPEB, Active Employees		3751-3752	332,203.11	64,085.13	396,288.24	352,381.00	79,265.00	431,646.00	8.9%
Other Employee Benefits		3901-3902	10,800.00	0.00	10,800.00	10,800.00	0.00	10,800.00	0.0%
TOTAL, EMPLOYEE BENEFITS			29,181,544.50	10,485,429.93	39,666,974.43	30,910,286.00	7,172,776.00	38,083,062.00	-4.0%
BOOKS AND SUPPLIES									
Approved Textbooks and Core Curricula Materials		4100	853,776.20	648,318.36	1,502,094.56	2,000,000.00	700,539.00	2,700,539.00	79.8%
Books and Other Reference Materials		4200	121,561.92	73,879.71	195,441.63	6,000.00	4,500.00	10,500.00	-94.6%
Materials and Supplies		4300	4,635,564.59	1,742,411.10	6,377,975.69	9,197,763.00	6,337,864.00	15,535,627.00	143.6%

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals			2016-17 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Noncapitalized Equipment		4400	805,701.16	560,044.67	1,365,745.83	691,300.00	209,647.00	900,947.00	-34.0%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			6,416,603.87	3,024,653.84	9,441,257.71	11,895,063.00	7,252,550.00	19,147,613.00	102.8%
SERVICES AND OTHER OPERATING EXPENDITURES									
Subagreements for Services		5100	2,514,902.00	2,984,608.32	5,499,510.32	2,417,215.00	3,777,599.00	6,194,814.00	12.6%
Travel and Conferences		5200	481,426.23	475,973.17	957,399.40	452,757.00	949,875.00	1,402,632.00	46.5%
Dues and Memberships		5300	92,611.20	8,751.18	101,362.38	144,016.00	1,000.00	145,016.00	43.1%
Insurance		5400 - 5450	679,080.40	322.00	679,402.40	676,164.00	0.00	676,164.00	-0.5%
Operations and Housekeeping Services		5500	2,442,378.69	0.00	2,442,378.69	2,655,000.00	0.00	2,655,000.00	8.7%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	1,330,855.09	132,586.63	1,463,441.72	713,682.00	172,750.00	886,432.00	-39.4%
Transfers of Direct Costs		5710	(121,588.33)	121,588.33	0.00	(63,060.00)	63,060.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(20,135.04)	25,009.41	4,874.37	(9,000.00)	0.00	(9,000.00)	-284.6%
Professional/Consulting Services and Operating Expenditures		5800	4,600,639.81	3,651,566.12	8,252,205.93	4,027,202.00	4,231,838.00	8,259,040.00	0.1%
Communications		5900	500,447.27	24,118.70	524,565.97	710,175.00	23,520.00	733,695.00	39.9%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			12,500,617.32	7,424,523.86	19,925,141.18	11,724,151.00	9,219,642.00	20,943,793.00	5.1%

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals			2016-17 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
CAPITAL OUTLAY									
Land		6100	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	100,059.25	0.00	100,059.25	0.00	0.00	0.00	-100.0%
Buildings and Improvements of Buildings		6200	153,089.39	72,760.00	225,849.39	3,000,000.00	0.00	3,000,000.00	1228.3%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	363,656.97	228,571.73	592,228.70	225,000.00	358,000.00	583,000.00	-1.6%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			616,805.61	301,331.73	918,137.34	3,225,000.00	358,000.00	3,583,000.00	290.2%
OTHER OUTGO (excluding Transfers of Indirect Costs)									
Tuition									
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	240,519.00	0.00	240,519.00	284,000.00	0.00	284,000.00	18.1%
Payments to County Offices		7142	1,579,103.04	0.00	1,579,103.04	2,060,000.00	0.00	2,060,000.00	30.5%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments To Districts or Charter Schools	6500	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6500	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6500	7223		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers of Apportionments To Districts or Charter Schools	6360	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6360	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6360	7223		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals			2016-17 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Debt Service									
Debt Service - Interest		7438	131,154.16	0.00	131,154.16	254,793.00	0.00	254,793.00	94.3%
Other Debt Service - Principal		7439	225,194.62	0.00	225,194.62	268,144.00	0.00	268,144.00	19.1%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			2,175,970.82	0.00	2,175,970.82	2,866,937.00	0.00	2,866,937.00	31.8%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS									
Transfers of Indirect Costs		7310	(886,665.21)	886,665.21	0.00	(872,004.00)	872,004.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	(550,739.97)	0.00	(550,739.97)	(431,013.00)	0.00	(431,013.00)	-21.7%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(1,437,405.18)	886,665.21	(550,739.97)	(1,303,017.00)	872,004.00	(431,013.00)	-21.7%
TOTAL, EXPENDITURES			138,239,663.28	41,839,111.25	180,078,774.53	145,618,337.00	47,091,351.00	192,709,688.00	7.0%

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals			2016-17 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
INTERFUND TRANSFERS									
INTERFUND TRANSFERS IN									
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT									
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	552,152.58	0.00	552,152.58	1,407,124.00	0.00	1,407,124.00	154.8%
Other Authorized Interfund Transfers Out		7619	33,839.56	0.00	33,839.56	0.00	0.00	0.00	-100.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			585,992.14	0.00	585,992.14	1,407,124.00	0.00	1,407,124.00	140.1%
OTHER SOURCES/USES									
SOURCES									
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds									
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources									
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds Proceeds from Certificates of Participation		8971	8,000,000.00	0.00	8,000,000.00	0.00	0.00	0.00	-100.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			8,000,000.00	0.00	8,000,000.00	0.00	0.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals			2016-17 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
USES									
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	80,000.00	0.00	80,000.00	0.00	0.00	0.00	-100.0%
(d) TOTAL, USES			80,000.00	0.00	80,000.00	0.00	0.00	0.00	-100.0%
CONTRIBUTIONS									
Contributions from Unrestricted Revenues		8980	(11,405,606.68)	11,405,606.68	0.00	(18,802,460.00)	18,802,460.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(11,405,606.68)	11,405,606.68	0.00	(18,802,460.00)	18,802,460.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES									
(a - b + c - d + e)			(4,071,598.82)	11,405,606.68	7,334,007.86	(20,209,584.00)	18,802,460.00	(1,407,124.00)	-119.2%

Description	Function Codes	Object Codes	2015-16 Unaudited Actuals			2016-17 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
A. REVENUES									
1) LCFF Sources		8010-8099	148,788,198.69	0.00	148,788,198.69	158,919,271.00	0.00	158,919,271.00	6.8%
2) Federal Revenue		8100-8299	0.00	11,498,212.32	11,498,212.32	0.00	14,349,531.00	14,349,531.00	24.8%
3) Other State Revenue		8300-8599	11,945,719.83	11,283,960.80	23,229,680.63	6,809,155.00	5,276,957.00	12,086,112.00	-48.0%
4) Other Local Revenue		8600-8799	1,800,669.50	8,296,816.43	10,097,485.93	1,473,400.00	7,650,104.00	9,123,504.00	-9.6%
5) TOTAL, REVENUES			162,534,588.02	31,078,989.55	193,613,577.57	167,201,826.00	27,276,592.00	194,478,418.00	0.4%
B. EXPENDITURES (Objects 1000-7999)									
1) Instruction	1000-1999		86,443,647.73	30,623,488.42	117,067,136.15	89,705,431.00	29,519,274.00	119,224,705.00	1.8%
2) Instruction - Related Services	2000-2999		17,990,114.02	2,696,989.89	20,687,103.91	16,887,857.00	4,904,622.00	21,792,479.00	5.3%
3) Pupil Services	3000-3999		12,693,934.20	1,681,290.81	14,375,225.01	11,892,006.00	4,905,209.00	16,797,215.00	16.8%
4) Ancillary Services	4000-4999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
5) Community Services	5000-5999		15,170.78	1,361,625.60	1,376,796.38	0.00	1,435,208.00	1,435,208.00	4.2%
6) Enterprise	6000-6999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
7) General Administration	7000-7999		8,664,877.48	1,035,466.13	9,700,343.61	9,712,608.00	872,024.00	10,584,632.00	9.1%
8) Plant Services	8000-8999		9,942,712.25	4,440,250.40	14,382,962.65	14,553,498.00	5,455,014.00	20,008,512.00	39.1%
9) Other Outgo	9000-9999	Except 7600-7699	2,489,206.82	0.00	2,489,206.82	2,866,937.00	0.00	2,866,937.00	15.2%
10) TOTAL, EXPENDITURES			138,239,663.28	41,839,111.25	180,078,774.53	145,618,337.00	47,091,351.00	192,709,688.00	7.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)									
			24,294,924.74	(10,760,121.70)	13,534,803.04	21,583,489.00	(19,814,759.00)	1,768,730.00	-86.9%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	585,992.14	0.00	585,992.14	1,407,124.00	0.00	1,407,124.00	140.1%
2) Other Sources/Uses									
a) Sources		8930-8979	8,000,000.00	0.00	8,000,000.00	0.00	0.00	0.00	-100.0%
b) Uses		7630-7699	80,000.00	0.00	80,000.00	0.00	0.00	0.00	-100.0%
3) Contributions		8980-8999	(11,405,606.68)	11,405,606.68	0.00	(18,802,460.00)	18,802,460.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(4,071,598.82)	11,405,606.68	7,334,007.86	(20,209,584.00)	18,802,460.00	(1,407,124.00)	-119.2%

Description	Function Codes	Object Codes	2015-16 Unaudited Actuals			2016-17 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			20,223,325.92	645,484.98	20,868,810.90	1,373,905.00	(1,012,299.00)	361,606.00	-98.3%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	16,183,532.16	2,820,356.62	19,003,888.78	35,593,599.64	3,465,841.60	39,059,441.24	105.5%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			16,183,532.16	2,820,356.62	19,003,888.78	35,593,599.64	3,465,841.60	39,059,441.24	105.5%
d) Other Restatements		9795	(813,258.44)	0.00	(813,258.44)	0.00	0.00	0.00	-100.0%
e) Adjusted Beginning Balance (F1c + F1d)			15,370,273.72	2,820,356.62	18,190,630.34	35,593,599.64	3,465,841.60	39,059,441.24	114.7%
2) Ending Balance, June 30 (E + F1e)			35,593,599.64	3,465,841.60	39,059,441.24	36,967,504.64	2,453,542.60	39,421,047.24	0.9%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	20,000.00	0.00	20,000.00	0.00	0.00	0.00	-100.0%
Stores		9712	129,861.18	0.00	129,861.18	0.00	0.00	0.00	-100.0%
Prepaid Expenditures		9713	84,469.81	0.00	84,469.81	0.00	0.00	0.00	-100.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	3,465,841.60	3,465,841.60	0.00	2,538,880.16	2,538,880.16	-26.7%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments (by Resource/Object)		9780	17,299,224.00	0.00	17,299,224.00	16,869,224.00	0.00	16,869,224.00	-2.5%
2015/16 1x Expenditures	0000	9780	4,370,000.00		4,370,000.00				
Bus Replacement	0000	9780	100,000.00		100,000.00				
Text Book Adoption	0000	9780	3,909,224.00		3,909,224.00				
Tech Replacement	0000	9780	1,000,000.00		1,000,000.00				
Future Property Acquisition	0000	9780	7,920,000.00		7,920,000.00				
15/16 1x Expenditures	0000	9780				4,370,000.00		4,370,000.00	
Text Book Adoption	0000	9780				2,000,000.00		2,000,000.00	
LCFF Text Book CarryOver	0000	9780				2,529,224.00		2,529,224.00	
Bus Replacement	0000	9780				50,000.00		50,000.00	
Future Property Acquisition	0000	9780				7,920,000.00		7,920,000.00	
e) Unassigned/unappropriated									
Reserve for Economic Uncertainties		9789	5,422,343.00	0.00	5,422,343.00	5,823,504.36	0.00	5,823,504.36	7.4%

Description	Function Codes	Object Codes	2015-16 Unaudited Actuals			2016-17 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Unassigned/Unappropriated Amount		9790	12,637,701.65	0.00	12,637,701.65	14,274,776.28	(85,337.56)	14,189,438.72	12.3%

<u>Resource</u>	<u>Description</u>	<u>2015-16 Unaudited Actuals</u>	<u>2016-17 Budget</u>
5640	Medi-Cal Billing Option	65,155.94	65,155.94
6230	California Clean Energy Jobs Act	74,604.07	74,604.07
6264	Educator Effectiveness	1,046,791.44	0.00
6300	Lottery: Instructional Materials	595,247.31	595,247.31
6500	Special Education	78,835.70	78,835.70
6510	Special Ed: Early Ed Individuals with Exceptional Needs (Infant Progr	100,104.07	100,104.07
8150	Ongoing & Major Maintenance Account (RMA: Education Code Sectic	1,097,896.51	1,217,726.51
9010	Other Restricted Local	407,206.56	407,206.56
Total, Restricted Balance		<u>3,465,841.60</u>	<u>2,538,880.16</u>

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	1,094,361.23	1,196,273.00	9.3%
4) Other Local Revenue		8600-8799	1,461.22	1,900.00	30.0%
5) TOTAL, REVENUES			1,095,822.45	1,198,173.00	9.3%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	12,867.44	13,752.00	6.9%
2) Classified Salaries		2000-2999	814,330.49	585,626.00	-28.1%
3) Employee Benefits		3000-3999	168,234.56	112,965.00	-32.9%
4) Books and Supplies		4000-4999	31,353.75	440,208.00	1304.0%
5) Services and Other Operating Expenditures		5000-5999	18,326.16	165.00	-99.1%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	50,710.05	45,457.00	-10.4%
9) TOTAL, EXPENDITURES			1,095,822.45	1,198,173.00	9.3%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)					
			0.00	0.00	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	0.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			0.00	0.00	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			0.00	0.00	0.0%
2) Ending Balance, June 30 (E + F1e)			0.00	0.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	18,409.38		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	168,070.05		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			186,479.43		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	15,769.38		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	170,710.05		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			186,479.43		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
FEDERAL REVENUE					
Child Nutrition Programs		8220	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
NCLB: Title I, Part A, Basic Grants Low- Income and Neglected	3010	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
State Preschool	6105	8590	1,077,850.23	1,196,273.00	11.0%
All Other State Revenue	All Other	8590	16,511.00	0.00	-100.0%
TOTAL, OTHER STATE REVENUE			1,094,361.23	1,196,273.00	9.3%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
Interest		8660	1,461.22	1,900.00	30.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Child Development Parent Fees		8673	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,461.22	1,900.00	30.0%
TOTAL, REVENUES			1,095,822.45	1,198,173.00	9.3%

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	12,867.44	13,752.00	6.9%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			12,867.44	13,752.00	6.9%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	722,430.65	553,645.00	-23.4%
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	12,226.68	12,227.00	0.0%
Clerical, Technical and Office Salaries		2400	71,480.57	9,386.00	-86.9%
Other Classified Salaries		2900	8,192.59	10,368.00	26.6%
TOTAL, CLASSIFIED SALARIES			814,330.49	585,626.00	-28.1%
EMPLOYEE BENEFITS					
STRS		3101-3102	47,006.26	28,158.00	-40.1%
PERS		3201-3202	36,574.22	27,163.00	-25.7%
OASDI/Medicare/Alternative		3301-3302	44,232.21	31,966.00	-27.7%
Health and Welfare Benefits		3401-3402	11,137.30	4,740.00	-57.4%
Unemployment Insurance		3501-3502	410.03	299.00	-27.1%
Workers' Compensation		3601-3602	23,042.37	16,697.00	-27.5%
OPEB, Allocated		3701-3702	3,735.78	1,910.00	-48.9%
OPEB, Active Employees		3751-3752	2,096.39	2,032.00	-3.1%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			168,234.56	112,965.00	-32.9%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	15,076.95	440,208.00	2819.7%
Noncapitalized Equipment		4400	16,276.80	0.00	-100.0%
Food		4700	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			31,353.75	440,208.00	1304.0%

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	6,637.52	165.00	-97.5%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	6,538.64	0.00	-100.0%
Professional/Consulting Services and Operating Expenditures		5800	5,150.00	0.00	-100.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			18,326.16	165.00	-99.1%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	50,710.05	45,457.00	-10.4%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			50,710.05	45,457.00	-10.4%
TOTAL, EXPENDITURES			1,095,822.45	1,198,173.00	9.3%

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8911	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	1,094,361.23	1,196,273.00	9.3%
4) Other Local Revenue		8600-8799	1,461.22	1,900.00	30.0%
5) TOTAL, REVENUES			1,095,822.45	1,198,173.00	9.3%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		912,652.68	1,103,264.00	20.9%
2) Instruction - Related Services	2000-2999		132,459.72	49,452.00	-62.7%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		50,710.05	45,457.00	-10.4%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			1,095,822.45	1,198,173.00	9.3%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)					
			0.00	0.00	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference	
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.0%	
F. FUND BALANCE, RESERVES						
1) Beginning Fund Balance						
a) As of July 1 - Unaudited			9791	0.00	0.00	0.0%
b) Audit Adjustments			9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)				0.00	0.00	0.0%
d) Other Restatements			9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)				0.00	0.00	0.0%
2) Ending Balance, June 30 (E + F1e)				0.00	0.00	0.0%
Components of Ending Fund Balance						
a) Nonspendable						
Revolving Cash			9711	0.00	0.00	0.0%
Stores			9712	0.00	0.00	0.0%
Prepaid Expenditures			9713	0.00	0.00	0.0%
All Others			9719	0.00	0.00	0.0%
b) Restricted			9740	0.00	0.00	0.0%
c) Committed						
Stabilization Arrangements			9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)			9760	0.00	0.00	0.0%
d) Assigned						
Other Assignments (by Resource/Object)			9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated						
Reserve for Economic Uncertainties			9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount			9790	0.00	0.00	0.0%

<u>Resource</u>	<u>Description</u>	<u>2015-16 Unaudited Actuals</u>	<u>2016-17 Budget</u>
	Total, Restricted Balance	0.00	0.00

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	8,896,868.55	7,600,351.00	-14.6%
3) Other State Revenue		8300-8599	591,800.12	578,097.00	-2.3%
4) Other Local Revenue		8600-8799	852,228.17	557,404.00	-34.6%
5) TOTAL, REVENUES			10,340,896.84	8,735,852.00	-15.5%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	3,751,619.76	3,906,158.00	4.1%
3) Employee Benefits		3000-3999	1,154,704.04	1,225,312.00	6.1%
4) Books and Supplies		4000-4999	5,356,531.57	4,447,000.00	-17.0%
5) Services and Other Operating Expenditures		5000-5999	112,615.91	178,950.00	58.9%
6) Capital Outlay		6000-6999	17,078.86	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	500,029.92	385,556.00	-22.9%
9) TOTAL, EXPENDITURES			10,892,580.06	10,142,976.00	-6.9%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(551,683.22)	(1,407,124.00)	155.1%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	552,152.58	1,407,124.00	154.8%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			552,152.58	1,407,124.00	154.8%

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			469.36	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	49,502.24	49,971.60	0.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			49,502.24	49,971.60	0.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			49,502.24	49,971.60	0.9%
2) Ending Balance, June 30 (E + F1e)			49,971.60	49,971.60	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	206.00	0.00	-100.0%
Stores		9712	44,875.14	0.00	-100.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	4,890.46	49,971.60	921.8%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	2,601,620.61		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	206.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	1,837,850.71		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	569,798.19		
6) Stores		9320	44,875.14		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			5,054,350.65		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	504,349.13		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	4,500,029.92		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			5,004,379.05		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			49,971.60		

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
FEDERAL REVENUE					
Child Nutrition Programs		8220	8,896,868.55	7,600,351.00	-14.6%
Donated Food Commodities		8221	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			8,896,868.55	7,600,351.00	-14.6%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	591,800.12	578,097.00	-2.3%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			591,800.12	578,097.00	-2.3%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	820,466.75	550,904.00	-32.9%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	5,240.02	2,500.00	-52.3%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	26,521.40	4,000.00	-84.9%
TOTAL, OTHER LOCAL REVENUE			852,228.17	557,404.00	-34.6%
TOTAL, REVENUES			10,340,896.84	8,735,852.00	-15.5%

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	3,377,635.41	3,539,919.00	4.8%
Classified Supervisors' and Administrators' Salaries		2300	203,742.92	198,400.00	-2.6%
Clerical, Technical and Office Salaries		2400	170,241.43	167,839.00	-1.4%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			3,751,619.76	3,906,158.00	4.1%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	416,644.20	485,243.00	16.5%
OASDI/Medicare/Alternative		3301-3302	277,571.21	290,164.00	4.5%
Health and Welfare Benefits		3401-3402	246,875.09	233,716.00	-5.3%
Unemployment Insurance		3501-3502	1,814.73	1,897.00	4.5%
Workers' Compensation		3601-3602	104,620.83	108,819.00	4.0%
OPEB, Allocated		3701-3702	95,422.80	92,585.00	-3.0%
OPEB, Active Employees		3751-3752	11,755.18	12,888.00	9.6%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			1,154,704.04	1,225,312.00	6.1%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	47,744.00	68,500.00	43.5%
Noncapitalized Equipment		4400	63,998.49	78,500.00	22.7%
Food		4700	5,244,789.08	4,300,000.00	-18.0%
TOTAL, BOOKS AND SUPPLIES			5,356,531.57	4,447,000.00	-17.0%

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	8,237.81	8,800.00	6.8%
Dues and Memberships		5300	1,849.19	2,000.00	8.2%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	44,199.01	53,000.00	19.9%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	54,833.26	75,650.00	38.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(24,120.66)	9,000.00	-137.3%
Professional/Consulting Services and Operating Expenditures		5800	27,617.30	30,000.00	8.6%
Communications		5900	0.00	500.00	New
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			112,615.91	178,950.00	58.9%
CAPITAL OUTLAY					
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	17,078.86	0.00	-100.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			17,078.86	0.00	-100.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	500,029.92	385,556.00	-22.9%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			500,029.92	385,556.00	-22.9%
TOTAL, EXPENDITURES			10,892,580.06	10,142,976.00	-6.9%

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8916	552,152.58	1,407,124.00	154.8%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			552,152.58	1,407,124.00	154.8%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			552,152.58	1,407,124.00	154.8%

Description	Function Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	8,896,868.55	7,600,351.00	-14.6%
3) Other State Revenue		8300-8599	591,800.12	578,097.00	-2.3%
4) Other Local Revenue		8600-8799	852,228.17	557,404.00	-34.6%
5) TOTAL, REVENUES			10,340,896.84	8,735,852.00	-15.5%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		10,348,351.13	9,704,420.00	-6.2%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		500,029.92	385,556.00	-22.9%
8) Plant Services	8000-8999		44,199.01	53,000.00	19.9%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			10,892,580.06	10,142,976.00	-6.9%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(551,683.22)	(1,407,124.00)	155.1%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	552,152.58	1,407,124.00	154.8%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			552,152.58	1,407,124.00	154.8%

Description	Function Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			469.36	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	49,502.24	49,971.60	0.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			49,502.24	49,971.60	0.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			49,502.24	49,971.60	0.9%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	206.00	0.00	-100.0%
Stores		9712	44,875.14	0.00	-100.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
		9740	4,890.46	49,971.60	921.8%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<u>Resource</u>	<u>Description</u>	<u>2015-16 Unaudited Actuals</u>	<u>2016-17 Budget</u>
5310	Child Nutrition: School Programs (e.g., School Lunch, School	4,890.46	49,971.60
Total, Restricted Balance		<u>4,890.46</u>	<u>49,971.60</u>

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	578.06	600.00	3.8%
5) TOTAL, REVENUES			578.06	600.00	3.8%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			578.06	600.00	3.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Unaudited Actuals
Special Reserve Fund for Other Than Capital Outlay Projects
Expenditures by Object

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			578.06	600.00	3.8%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	122,487.61	123,065.67	0.5%
b) Audit Adjustments					
		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)					
			122,487.61	123,065.67	0.5%
d) Other Restatements					
		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)					
			122,487.61	123,065.67	0.5%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	0.00	0.00	0.0%
Stores					
		9712	0.00	0.00	0.0%
Prepaid Expenditures					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted					
		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements					
		9750	0.00	0.00	0.0%
Other Commitments					
		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments					
		9780	123,065.67	123,665.67	0.5%
	0000	9780	123,065.67		
	0000	9780		123,665.67	
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties					
		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount					
		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	122,766.54		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	299.13		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			123,065.67		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			123,065.67		

Unaudited Actuals
Special Reserve Fund for Other Than Capital Outlay Projects
Expenditures by Object

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	578.06	600.00	3.8%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			578.06	600.00	3.8%
TOTAL, REVENUES			578.06	600.00	3.8%

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund/CSSF		8912	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: General Fund/CSSF		7612	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	578.06	600.00	3.8%
5) TOTAL, REVENUES			578.06	600.00	3.8%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			578.06	600.00	3.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			578.06	600.00	3.8%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	122,487.61	123,065.67	0.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			122,487.61	123,065.67	0.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			122,487.61	123,065.67	0.5%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	123,065.67	123,665.67	0.5%
iPad Replacement	0000	9780	123,065.67		
iPad Replacement	0000	9780		123,665.67	
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<u>Resource</u>	<u>Description</u>	<u>2015-16 Unaudited Actuals</u>	<u>2016-17 Budget</u>
Total, Restricted Balance		0.00	0.00

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	297,816.92	264,000.00	-11.4%
5) TOTAL, REVENUES			297,816.92	264,000.00	-11.4%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	1,373,263.96	0.00	-100.0%
5) Services and Other Operating Expenditures		5000-5999	1,633,239.36	0.00	-100.0%
6) Capital Outlay		6000-6999	10,480,720.15	47,343,009.00	351.7%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			13,487,223.47	47,343,009.00	251.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(13,189,406.55)	(47,079,009.00)	256.9%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	30,160,000.00	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			30,160,000.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			16,970,593.45	(47,079,009.00)	-377.4%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	28,527,147.72	45,497,741.17	59.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			28,527,147.72	45,497,741.17	59.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			28,527,147.72	45,497,741.17	59.5%
2) Ending Balance, June 30 (E + F1e)			45,497,741.17	(1,581,267.83)	-103.5%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	45,497,741.17	0.00	-100.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	(1,581,267.83)	New

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	46,551,360.31		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	118,620.23		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			46,669,980.54		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	1,172,239.37		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			1,172,239.37		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			45,497,741.17		

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
FEDERAL REVENUE					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue County and District Taxes					
Other Restricted Levies Secured Roll					
		8615	0.00	0.00	0.0%
		8616	0.00	0.00	0.0%
		8617	0.00	0.00	0.0%
		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes					
		8621	0.00	0.00	0.0%
		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction					
		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes					
		8629	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies					
		8631	0.00	0.00	0.0%
Leases and Rentals					
		8650	0.00	0.00	0.0%
Interest					
		8660	269,257.89	264,000.00	-2.0%
Net Increase (Decrease) in the Fair Value of Investments					
		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	28,559.03	0.00	-100.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			297,816.92	264,000.00	-11.4%
TOTAL, REVENUES			297,816.92	264,000.00	-11.4%

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	696,886.65	0.00	-100.0%
Noncapitalized Equipment		4400	676,377.31	0.00	-100.0%
TOTAL, BOOKS AND SUPPLIES			1,373,263.96	0.00	-100.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
Professional/Consulting Services and Operating Expenditures		5800	1,633,239.36	0.00	-100.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			1,633,239.36	0.00	-100.0%
CAPITAL OUTLAY					
Land		6100	85,339.12	13,574.00	-84.1%
Land Improvements		6170	9,194.91	335,080.00	3544.2%
Buildings and Improvements of Buildings		6200	10,328,713.45	43,068,169.00	317.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	57,472.67	3,926,186.00	6731.4%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			10,480,720.15	47,343,009.00	351.7%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			13,487,223.47	47,343,009.00	251.0%

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale of Bonds		8951	30,160,000.00	0.00	-100.0%
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.0%
Other Sources					
County School Bldg Aid		8961	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			30,160,000.00	0.00	-100.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			30,160,000.00	0.00	-100.0%

Description	Function Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	297,816.92	264,000.00	-11.4%
5) TOTAL, REVENUES			297,816.92	264,000.00	-11.4%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		13,487,223.47	47,343,009.00	251.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			13,487,223.47	47,343,009.00	251.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(13,189,406.55)	(47,079,009.00)	256.9%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	30,160,000.00	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			30,160,000.00	0.00	-100.0%

Description	Function Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			16,970,593.45	(47,079,009.00)	-377.4%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	28,527,147.72	45,497,741.17	59.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			28,527,147.72	45,497,741.17	59.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			28,527,147.72	45,497,741.17	59.5%
2) Ending Balance, June 30 (E + F1e)			45,497,741.17	(1,581,267.83)	-103.5%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			45,497,741.17	0.00	-100.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	(1,581,267.83)	New

<u>Resource</u>	<u>Description</u>	<u>2015-16 Unaudited Actuals</u>	<u>2016-17 Budget</u>
9010	Other Restricted Local	45,497,741.17	0.00
Total, Restricted Balance		45,497,741.17	0.00

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	886,257.11	276,000.00	-68.9%
5) TOTAL, REVENUES			886,257.11	276,000.00	-68.9%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	56,552.20	0.00	-100.0%
5) Services and Other Operating Expenditures		5000-5999	196,710.67	122,000.00	-38.0%
6) Capital Outlay		6000-6999	205,518.97	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	468,168.13	469,384.00	0.3%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			926,949.97	591,384.00	-36.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(40,692.86)	(315,384.00)	675.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(40,692.86)	(315,384.00)	675.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	5,958,153.03	5,917,460.17	-0.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			5,958,153.03	5,917,460.17	-0.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			5,958,153.03	5,917,460.17	-0.7%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	5,917,460.17	5,602,076.17	-5.3%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	5,923,762.16		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	15,972.98		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			5,939,735.14		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	9,567.32		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	12,707.65		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			22,274.97		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			5,917,460.17		

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
OTHER STATE REVENUE					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue County and District Taxes					
Other Restricted Levies Secured Roll					
		8615	0.00	0.00	0.0%
Unsecured Roll					
		8616	0.00	0.00	0.0%
Prior Years' Taxes					
		8617	0.00	0.00	0.0%
Supplemental Taxes					
		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes					
		8621	0.00	0.00	0.0%
Other					
		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction					
		8625	432,330.86	0.00	-100.0%
Penalties and Interest from Delinquent Non-LCFF Taxes					
		8629	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies					
		8631	0.00	0.00	0.0%
Interest					
		8660	30,338.06	26,000.00	-14.3%
Net Increase (Decrease) in the Fair Value of Investments					
		8662	0.00	0.00	0.0%
Fees and Contracts					
Mitigation/Developer Fees					
		8681	423,588.19	250,000.00	-41.0%
Other Local Revenue					
All Other Local Revenue					
		8699	0.00	0.00	0.0%
All Other Transfers In from All Others					
		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			886,257.11	276,000.00	-68.9%
TOTAL, REVENUES			886,257.11	276,000.00	-68.9%

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
CERTIFICATED SALARIES					
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	17,496.91	0.00	-100.0%
Noncapitalized Equipment		4400	39,055.29	0.00	-100.0%
TOTAL, BOOKS AND SUPPLIES			56,552.20	0.00	-100.0%

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	116,248.80	122,000.00	4.9%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	12,707.65	0.00	-100.0%
Professional/Consulting Services and Operating Expenditures		5800	67,754.22	0.00	-100.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			196,710.67	122,000.00	-38.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	350.00	0.00	-100.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	205,168.97	0.00	-100.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			205,518.97	0.00	-100.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	199,868.13	186,784.00	-6.5%
Other Debt Service - Principal		7439	268,300.00	282,600.00	5.3%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			468,168.13	469,384.00	0.3%
TOTAL, EXPENDITURES			926,949.97	591,384.00	-36.2%

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	886,257.11	276,000.00	-68.9%
5) TOTAL, REVENUES			886,257.11	276,000.00	-68.9%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		26,184.92	0.00	-100.0%
8) Plant Services	8000-8999		432,596.92	122,000.00	-71.8%
9) Other Outgo	9000-9999	Except 7600-7699	468,168.13	469,384.00	0.3%
10) TOTAL, EXPENDITURES			926,949.97	591,384.00	-36.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(40,692.86)	(315,384.00)	675.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(40,692.86)	(315,384.00)	675.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	5,958,153.03	5,917,460.17	-0.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			5,958,153.03	5,917,460.17	-0.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			5,958,153.03	5,917,460.17	-0.7%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	5,917,460.17	5,602,076.17	-5.3%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2015-16 Unaudited Actuals	2016-17 Budget
9010	Other Restricted Local	5,917,460.17	5,602,076.17
Total, Restricted Balance		<u>5,917,460.17</u>	<u>5,602,076.17</u>

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	50,418.38	45,600.00	-9.6%
5) TOTAL, REVENUES			50,418.38	45,600.00	-9.6%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			50,418.38	45,600.00	-9.6%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			50,418.38	45,600.00	-9.6%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	9,147,029.48	9,197,447.86	0.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			9,147,029.48	9,197,447.86	0.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			9,147,029.48	9,197,447.86	0.6%
2) Ending Balance, June 30 (E + F1e)			9,197,447.86	9,243,047.86	0.5%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	9,197,447.86	9,243,047.86	0.5%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	9,175,085.42		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	22,362.44		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			9,197,447.86		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			9,197,447.86		

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
School Facilities Apportionments		8545	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	50,418.38	45,600.00	-9.6%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			50,418.38	45,600.00	-9.6%
TOTAL, REVENUES			50,418.38	45,600.00	-9.6%

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
To: State School Building Fund/ County School Facilities Fund From: All Other Funds		8913	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	50,418.38	45,600.00	-9.6%
5) TOTAL, REVENUES			50,418.38	45,600.00	-9.6%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			50,418.38	45,600.00	-9.6%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			50,418.38	45,600.00	-9.6%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	9,147,029.48	9,197,447.86	0.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			9,147,029.48	9,197,447.86	0.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			9,147,029.48	9,197,447.86	0.6%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	9,197,447.86	9,243,047.86	0.5%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<u>Resource</u>	<u>Description</u>	<u>2015-16 Unaudited Actuals</u>	<u>2016-17 Budget</u>
7710	State School Facilities Projects	9,197,447.86	9,243,047.86
Total, Restricted Balance		<u>9,197,447.86</u>	<u>9,243,047.86</u>

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	99,723.86	102,278.00	2.6%
4) Other Local Revenue		8600-8799	12,611,506.96	11,798,747.00	-6.4%
5) TOTAL, REVENUES			12,711,230.82	11,901,025.00	-6.4%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	12,766,990.95	13,862,665.00	8.6%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			12,766,990.95	13,862,665.00	8.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(55,760.13)	(1,961,640.00)	3418.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	1,741,787.49	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			1,741,787.49	0.00	-100.0%

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,686,027.36	(1,961,640.00)	-216.3%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	11,631,073.18	13,317,100.54	14.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			11,631,073.18	13,317,100.54	14.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			11,631,073.18	13,317,100.54	14.5%
2) Ending Balance, June 30 (E + F1e)			13,317,100.54	11,355,460.54	-14.7%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	13,317,100.54	11,355,460.54	-14.7%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	13,291,565.36		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	26,360.18		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			13,317,925.54		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	825.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			825.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			13,317,100.54		

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions Voted Indebtedness Levies					
Homeowners' Exemptions		8571	95,970.38	102,278.00	6.6%
Other Subventions/In-Lieu Taxes		8572	3,753.48	0.00	-100.0%
TOTAL, OTHER STATE REVENUE			99,723.86	102,278.00	2.6%
OTHER LOCAL REVENUE					
Other Local Revenue County and District Taxes Voted Indebtedness Levies Secured Roll		8611	11,603,517.61	11,218,995.00	-3.3%
Unsecured Roll		8612	644,365.11	559,252.00	-13.2%
Prior Years' Taxes		8613	21,710.80	0.00	-100.0%
Supplemental Taxes		8614	273,707.13	0.00	-100.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Interest		8660	51,991.98	20,500.00	-60.6%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue All Other Local Revenue		8699	16,214.33	0.00	-100.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			12,611,506.96	11,798,747.00	-6.4%
TOTAL, REVENUES			12,711,230.82	11,901,025.00	-6.4%

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Bond Redemptions		7433	4,650,361.95	5,119,970.00	10.1%
Bond Interest and Other Service Charges		7434	8,116,629.00	8,742,695.00	7.7%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			12,766,990.95	13,862,665.00	8.6%
TOTAL, EXPENDITURES			12,766,990.95	13,862,665.00	8.6%

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: General Fund		7614	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	1,741,787.49	0.00	-100.0%
(c) TOTAL, SOURCES			1,741,787.49	0.00	-100.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			1,741,787.49	0.00	-100.0%

Description	Function Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	99,723.86	102,278.00	2.6%
4) Other Local Revenue		8600-8799	12,611,506.96	11,798,747.00	-6.4%
5) TOTAL, REVENUES			12,711,230.82	11,901,025.00	-6.4%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	12,766,990.95	13,862,665.00	8.6%
10) TOTAL, EXPENDITURES			12,766,990.95	13,862,665.00	8.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(55,760.13)	(1,961,640.00)	3418.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	1,741,787.49	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			1,741,787.49	0.00	-100.0%

Description	Function Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,686,027.36	(1,961,640.00)	-216.3%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	11,631,073.18	13,317,100.54	14.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			11,631,073.18	13,317,100.54	14.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			11,631,073.18	13,317,100.54	14.5%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2015-16 Unaudited Actuals	2016-17 Budget
9010	Other Restricted Local	13,317,100.54	11,355,460.54
Total, Restricted Balance		13,317,100.54	11,355,460.54

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	4,317,867.42	4,738,457.00	9.7%
5) TOTAL, REVENUES			4,317,867.42	4,738,457.00	9.7%
B. EXPENSES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenses		5000-5999	3,659,980.06	4,270,000.00	16.7%
6) Depreciation		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENSES			3,659,980.06	4,270,000.00	16.7%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			657,887.36	468,457.00	-28.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	33,839.56	0.00	-100.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			33,839.56	0.00	-100.0%

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			691,726.92	468,457.00	-32.3%
F. NET POSITION					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	7,312,052.38	8,003,779.30	9.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			7,312,052.38	8,003,779.30	9.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			7,312,052.38	8,003,779.30	9.5%
2) Ending Net Position, June 30 (E + F1e)			8,003,779.30	8,472,236.30	5.9%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	8,003,779.30	8,472,236.30	5.9%
c) Unrestricted Net Position		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	3,668,006.49		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	11,044.91		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	4,324,727.90		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400			
10) TOTAL, ASSETS			8,003,779.30		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) Long-Term Liabilities					
a) Net Pension Liability		9663	0.00		
b) Net OPEB Obligation		9664	0.00		
c) Compensated Absences		9665	0.00		
d) COPs Payable		9666	0.00		
e) Capital Leases Payable		9667	0.00		
f) Lease Revenue Bonds Payable		9668	0.00		
g) Other General Long-Term Liabilities		9669	0.00		
7) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. NET POSITION					
Net Position, June 30 (must agree with line F2) (G10 + H2) - (I7 + J2)			8,003,779.30		

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
OTHER LOCAL REVENUE					
Other Local Revenue					
Interest		8660	26,979.08	30,000.00	11.2%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
In-District Premiums/ Contributions		8674	3,881,270.90	4,275,000.00	10.1%
Other Local Revenue					
All Other Local Revenue		8699	409,617.44	433,457.00	5.8%
TOTAL, OTHER LOCAL REVENUE			4,317,867.42	4,738,457.00	9.7%
TOTAL, REVENUES			4,317,867.42	4,738,457.00	9.7%
SERVICES AND OTHER OPERATING EXPENSES					
Subagreements for Services		5100	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	3,659,980.06	4,270,000.00	16.7%
TOTAL, SERVICES AND OTHER OPERATING EXPENSES			3,659,980.06	4,270,000.00	16.7%
TOTAL, EXPENSES			3,659,980.06	4,270,000.00	16.7%

Description	Resource Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	33,839.56	0.00	-100.0%
(a) TOTAL, INTERFUND TRANSFERS IN			33,839.56	0.00	-100.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a + c - d + e)			33,839.56	0.00	-100.0%

Description	Function Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	4,317,867.42	4,738,457.00	9.7%
5) TOTAL, REVENUES			4,317,867.42	4,738,457.00	9.7%
B. EXPENSES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		3,659,980.06	4,270,000.00	16.7%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENSES			3,659,980.06	4,270,000.00	16.7%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			657,887.36	468,457.00	-28.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	33,839.56	0.00	-100.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			33,839.56	0.00	-100.0%

Description	Function Codes	Object Codes	2015-16 Unaudited Actuals	2016-17 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			691,726.92	468,457.00	-32.3%
F. NET POSITION					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	7,312,052.38	8,003,779.30	9.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			7,312,052.38	8,003,779.30	9.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			7,312,052.38	8,003,779.30	9.5%
2) Ending Net Position, June 30 (E + F1e)			8,003,779.30	8,472,236.30	5.9%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	8,003,779.30	8,472,236.30	5.9%
c) Unrestricted Net Position		9790	0.00	0.00	0.0%

Resource	Description	2015-16 Unaudited Actuals	2016-17 Budget
9010	Other Restricted Local	8,003,779.30	8,472,236.30
Total, Restricted Net Position		<u>8,003,779.30</u>	<u>8,472,236.30</u>

Unaudited Actuals
2015-16 Unaudited Actuals
Schedule of Long-Term Liabilities

	Unaudited Balance July 1	Audit Adjustments/ Restatements	Audited Balance July 1	Increases	Decreases	Ending Balance June 30	Amounts Due Within One Year
Governmental Activities:							
General Obligation Bonds Payable	146,163,089.00	10,771,031.00	156,934,120.00	30,360,000.00	4,650,362.00	182,643,758.00	5,119,970.00
State School Building Loans Payable			0.00			0.00	
Certificates of Participation Payable	4,341,900.00		4,341,900.00	8,000,000.00	268,300.00	12,073,600.00	282,600.00
Capital Leases Payable			0.00			0.00	
Lease Revenue Bonds Payable			0.00			0.00	
Other General Long-Term Debt	4,457,030.00		4,457,030.00		225,195.00	4,231,835.00	268,144.00
Net Pension Liability		100,189,361.00	100,189,361.00		14,959,747.00	85,229,614.00	
Net OPEB Obligation	14,551,991.00	4,445,587.00	18,997,578.00			18,997,578.00	
Compensated Absences Payable	1,300,162.00		1,300,162.00	164,380.00		1,464,542.00	
Governmental activities long-term liabilities	170,814,172.00	115,405,979.00	286,220,151.00	38,524,380.00	20,103,604.00	304,640,927.00	5,670,714.00
Business-Type Activities:							
General Obligation Bonds Payable			0.00			0.00	
State School Building Loans Payable			0.00			0.00	
Certificates of Participation Payable			0.00			0.00	
Capital Leases Payable			0.00			0.00	
Lease Revenue Bonds Payable			0.00			0.00	
Other General Long-Term Debt			0.00			0.00	
Net Pension Liability			0.00			0.00	
Net OPEB Obligation			0.00			0.00	
Compensated Absences Payable			0.00			0.00	
Business-type activities long-term liabilities	0.00	0.00	0.00	0.00	0.00	0.00	0.00

	2015-16 Calculations			2016-17 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
A. PRIOR YEAR DATA (2014-15 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)	2014-15 Actual			2015-16 Actual		
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	85,372,762.36		85,372,762.36			88,421,280.28
2. PRIOR YEAR GANN ADA (Preload/Line B3, PY column)	16,464.23		16,464.23			16,424.97
ADJUSTMENTS TO PRIOR YEAR LIMIT	Adjustments to 2014-15			Adjustments to 2015-16		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)		0.00				0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
B. CURRENT YEAR GANN ADA (2015-16 data should tie to Principal Apportionment Software Attendance reports and include ADA for charter schools reporting with the district)	2015-16 P2 Report			2016-17 P2 Estimate		
1. Total K-12 ADA (Form A, Line A6)	16,424.97		16,424.97	16,428.91		16,428.91
2. Total Charter Schools ADA (Form A, Line C9)	0.00		0.00	0.00		0.00
3. TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2)			16,424.97			16,428.91
C. LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED TAXES AND SUBVENTIONS (Funds 01, 09, and 62)	2015-16 Actual			2016-17 Budget		
1. Homeowners' Exemption (Object 8021)	177,627.36		177,627.36	163,441.00		163,441.00
2. Timber Yield Tax (Object 8022)	52.95		52.95	19.00		19.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	6,814.16		6,814.16	6,814.00		6,814.00
4. Secured Roll Taxes (Object 8041)	21,036,889.54		21,036,889.54	19,657,541.00		19,657,541.00
5. Unsecured Roll Taxes (Object 8042)	496,429.53		496,429.53	496,430.00		496,430.00
6. Prior Years' Taxes (Object 8043)	48,740.23		48,740.23	48,441.00		48,441.00
7. Supplemental Taxes (Object 8044)	1,149,811.34		1,149,811.34	715,908.00		715,908.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	221,427.65		221,427.65	1,058,664.00		1,058,664.00
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
11. Comm. Redevelopment Funds (objects 8047 & 8625)	1,482,544.93		1,482,544.93	435,145.00		435,145.00
12. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-LCFF Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)	0.00		0.00	0.00		0.00
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	24,620,337.69	0.00	24,620,337.69	22,582,403.00	0.00	22,582,403.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	24,620,337.69	0.00	24,620,337.69	22,582,403.00	0.00	22,582,403.00

	2015-16 Calculations			2016-17 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
EXCLUDED APPROPRIATIONS						
19. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			1,573,279.48			1,573,486.00
OTHER EXCLUSIONS						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)			1,573,279.48			1,573,486.00
STATE AID RECEIVED (Funds 01, 09, and 62)						
24. LCFF - CY (objects 8011 and 8012)	124,081,395.00		124,081,395.00	136,336,868.00		136,336,868.00
25. LCFF/Revenue Limit State Aid - Prior Years (Object 8019)	86,466.00		86,466.00	0.00		0.00
26. TOTAL STATE AID RECEIVED (Lines C24 plus C25)	124,167,861.00	0.00	124,167,861.00	136,336,868.00	0.00	136,336,868.00
DATA FOR INTEREST CALCULATION						
27. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	193,613,577.57		193,613,577.57	194,478,418.00		194,478,418.00
28. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	175,450.33		175,450.33	90,000.00		90,000.00
APPROPRIATIONS LIMIT CALCULATIONS						
D. PRELIMINARY APPROPRIATIONS LIMIT			2015-16 Actual			2016-17 Budget
1. Revised Prior Year Program Limit (Lines A1 plus A6)			85,372,762.36			88,421,280.28
2. Inflation Adjustment			1.0382			1.0537
3. Program Population Adjustment (Lines B3 divided by [A2 plus A7]) (Round to four decimal places)			0.9976			1.0002
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			88,421,280.28			93,188,136.93
APPROPRIATIONS SUBJECT TO THE LIMIT						
5. Local Revenues Excluding Interest (Line C18)			24,620,337.69			22,582,403.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of \$120 times Line B3 or \$2,400; but not greater than Line C26 or less than zero)			1,970,996.40			1,971,469.20
b. Maximum State Aid in Local Limit (Lesser of Line C26 or Lines D4 minus D5 plus C23; but not less than zero)			65,374,222.07			72,179,219.93
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			65,374,222.07			72,179,219.93
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C28 divided by [Lines C27 minus C28] times [Lines D5 plus D6c])			81,625.97			43,873.74
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			24,701,963.66			22,626,276.74
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C26 or less than zero)			65,292,596.10			72,135,346.19
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			24,701,963.66			
b. State Subventions (Line D8)			65,292,596.10			
c. Less: Excluded Appropriations (Line C23)			1,573,279.48			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			88,421,280.28			

Part I - General Administrative Share of Plant Services Costs

California's indirect cost plan allows that the general administrative costs in the indirect cost pool may include that portion of plant services costs (maintenance and operations costs and facilities rents and leases costs) attributable to the general administrative offices. The calculation of the plant services costs attributed to general administration and included in the pool is standardized and automated using the percentage of salaries and benefits relating to general administration as proxy for the percentage of square footage occupied by general administration.

A. Salaries and Benefits - Other General Administration and Centralized Data Processing

- 1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702)
(Functions 7200-7700, goals 0000 and 9000) 5,417,451.40
- 2. Contracted general administrative positions not paid through payroll
 - a. Enter the costs, if any, of general administrative positions performing services ON SITE but paid through a contract, rather than through payroll, in functions 7200-7700, goals 0000 and 9000, Object 5800. _____
 - b. If an amount is entered on Line A2a, provide the title, duties, and approximate FTE of each general administrative position paid through a contract. Retain supporting documentation in case of audit. _____

B. Salaries and Benefits - All Other Activities

- 1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702)
(Functions 1000-6999, 7100-7180, & 8100-8400; Functions 7200-7700, all goals except 0000 & 9000) 138,713,262.85

C. Percentage of Plant Services Costs Attributable to General Administration

(Line A1 plus Line A2a, divided by Line B1; zero if negative) (See Part III, Lines A5 and A6) 3.91%

Part II - Adjustments for Employment Separation Costs

When an employee separates from service, the local educational agency (LEA) may incur costs associated with the separation in addition to the employee's regular salary and benefits for the final pay period. These additional costs can be categorized as "normal" or "abnormal or mass" separation costs.

Normal separation costs include items such as pay for accumulated unused leave or routine severance pay authorized by governing board policy. Normal separation costs are not allowable as direct costs to federal programs, but are allowable as indirect costs. State programs may have similar restrictions. Where federal or state program guidelines required that the LEA charge an employee's normal separation costs to an unrestricted resource rather than to the restricted program in which the employee worked, the LEA may identify and enter these costs on Line A for inclusion in the indirect cost pool.

Abnormal or mass separation costs are those costs resulting from actions taken by an LEA to influence employees to terminate their employment earlier than they normally would have. Abnormal or mass separation costs include retirement incentives such as a Golden Handshake or severance packages negotiated to effect termination. Abnormal or mass separation costs may not be charged to federal programs as either direct costs or indirect costs. Where an LEA paid abnormal or mass separation costs on behalf of positions in general administrative functions included in the indirect cost pool, the LEA must identify and enter these costs on Line B for exclusion from the pool.

A. Normal Separation Costs (optional)

Enter any normal separation costs paid on behalf of employees of restricted state or federal programs that were charged to an unrestricted resource (0000-1999) in funds 01, 09, and 62 with functions 1000-6999 or 8100-8400 rather than to the restricted program. These costs will be moved in Part III from base costs to the indirect cost pool. 75,798.00
Retain supporting documentation.

B. Abnormal or Mass Separation Costs (required)

Enter any abnormal or mass separation costs paid on behalf of general administrative positions charged to unrestricted resources (0000-1999) in funds 01, 09, and 62 with functions 7200-7700. These costs will be moved in Part III from the indirect cost pool to base costs. If none, enter zero. 0.00

Part III - Indirect Cost Rate Calculation (Funds 01, 09, and 62, unless indicated otherwise)

A. Indirect Costs

1. Other General Administration, less portion charged to restricted resources or specific goals (Functions 7200-7600, objects 1000-5999, minus Line B9)	7,052,115.34
2. Centralized Data Processing, less portion charged to restricted resources or specific goals (Function 7700, objects 1000-5999, minus Line B10)	1,848,080.93
3. External Financial Audit - Single Audit (Function 7190, resources 0000-1999, goals 0000 and 9000, objects 5000-5999)	31,800.00
4. Staff Relations and Negotiations (Function 7120, resources 0000-1999, goals 0000 and 9000, objects 1000-5999)	0.00
5. Plant Maintenance and Operations (portion relating to general administrative offices only) (Functions 8100-8400, objects 1000-5999 except 5100, times Part I, Line C)	538,758.64
6. Facilities Rents and Leases (portion relating to general administrative offices only) (Function 8700, resources 0000-1999, objects 1000-5999 except 5100, times Part I, Line C)	134.49
7. Adjustment for Employment Separation Costs	
a. Plus: Normal Separation Costs (Part II, Line A)	75,798.00
b. Less: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
8. Total Indirect Costs (Lines A1 through A7a, minus Line A7b)	9,546,687.40
9. Carry-Forward Adjustment (Part IV, Line F)	1,059,946.01
10. Total Adjusted Indirect Costs (Line A8 plus Line A9)	10,606,633.41

B. Base Costs

1. Instruction (Functions 1000-1999, objects 1000-5999 except 5100)	114,746,798.55
2. Instruction-Related Services (Functions 2000-2999, objects 1000-5999 except 5100)	20,496,395.76
3. Pupil Services (Functions 3000-3999, objects 1000-5999 except 5100)	11,718,283.01
4. Ancillary Services (Functions 4000-4999, objects 1000-5999 except 5100)	0.00
5. Community Services (Functions 5000-5999, objects 1000-5999 except 5100)	785,618.22
6. Enterprise (Function 6000, objects 1000-5999 except 5100)	0.00
7. Board and Superintendent (Functions 7100-7180, objects 1000-5999, minus Part III, Line A4)	1,054,410.71
8. External Financial Audit - Single Audit and Other (Functions 7190-7191, objects 5000-5999, minus Part III, Line A3)	0.00
9. Other General Administration (portion charged to restricted resources or specific goals only) (Functions 7200-7600, resources 2000-9999, objects 1000-5999; Functions 7200-7600, resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	104,637.00
10. Centralized Data Processing (portion charged to restricted resources or specific goals only) (Function 7700, resources 2000-9999, objects 1000-5999; Function 7700, resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	30,976.92
11. Plant Maintenance and Operations (all except portion relating to general administrative offices) (Functions 8100-8400, objects 1000-5999 except 5100, minus Part III, Line A5)	13,240,234.71
12. Facilities Rents and Leases (all except portion relating to general administrative offices) (Function 8700, objects 1000-5999 except 5100, minus Part III, Line A6)	3,305.26
13. Adjustment for Employment Separation Costs	
a. Less: Normal Separation Costs (Part II, Line A)	75,798.00
b. Plus: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
14. Adult Education (Fund 11, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	0.00
15. Child Development (Fund 12, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	1,045,112.40
16. Cafeteria (Funds 13 and 61, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	10,375,471.28
17. Foundation (Funds 19 and 57, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	0.00
18. Total Base Costs (Lines B1 through B12 and Lines B13b through B17, minus Line B13a)	173,525,445.82

C. Straight Indirect Cost Percentage Before Carry-Forward Adjustment

(For information only - not for use when claiming/recovering indirect costs) (Line A8 divided by Line B18)	5.50%
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D. Preliminary Proposed Indirect Cost Rate

(For final approved fixed-with-carry-forward rate for use in 2017-18 see www.cde.ca.gov/fg/ac/ic) (Line A10 divided by Line B18)	6.11%
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Part IV - Carry-forward Adjustment

The carry-forward adjustment is an after-the-fact adjustment for the difference between indirect costs recoverable using the indirect cost rate approved for use in a given year, and the actual indirect costs incurred in that year. The carry-forward adjustment eliminates the need for LEAs to file amended federal reports when their actual indirect costs vary from the estimated indirect costs on which the approved rate was based.

Where the ratio of indirect costs incurred in the current year is less than the estimated ratio of indirect costs on which the approved rate for use in the current year was based, the carry-forward adjustment is limited by using either the approved rate times current year base costs, or the highest rate actually used to recover costs from any program times current year base costs, if the highest rate used was less than the approved rate. Rates used to recover costs from programs are displayed in Exhibit A.

A. Indirect costs incurred in the current year (Part III, Line A8)	<u>9,546,687.40</u>
B. Carry-forward adjustment from prior year(s)	
1. Carry-forward adjustment from the second prior year	<u>68,063.09</u>
2. Carry-forward adjustment amount deferred from prior year(s), if any	<u>0.00</u>
C. Carry-forward adjustment for under- or over-recovery in the current year	
1. Under-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus (approved indirect cost rate (4.93%) times Part III, Line B18); zero if negative	<u>1,059,946.01</u>
2. Over-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus the lesser of (approved indirect cost rate (4.93%) times Part III, Line B18) or (the highest rate used to recover costs from any program (4.93%) times Part III, Line B18); zero if positive	<u>0.00</u>
D. Preliminary carry-forward adjustment (Line C1 or C2)	<u>1,059,946.01</u>
E. Optional allocation of negative carry-forward adjustment over more than one year	
Where a negative carry-forward adjustment causes the proposed approved rate to fall below zero or would reduce the rate at which the LEA could recover indirect costs to such an extent that it would cause the LEA significant fiscal harm, the LEA may request that the carry-forward adjustment be allocated over more than one year. Where allocation of a negative carry-forward adjustment over more than one year does not resolve a negative rate, the CDE will work with the LEA on a case-by-case basis to establish an approved rate.	
Option 1. Preliminary proposed approved rate (Part III, Line D) if entire negative carry-forward adjustment is applied to the current year calculation:	<u>not applicable</u>
Option 2. Preliminary proposed approved rate (Part III, Line D) if one-half of negative carry-forward adjustment is applied to the current year calculation and the remainder is deferred to one or more future years:	<u>not applicable</u>
Option 3. Preliminary proposed approved rate (Part III, Line D) if one-third of negative carry-forward adjustment is applied to the current year calculation and the remainder is deferred to one or more future years:	<u>not applicable</u>
LEA request for Option 1, Option 2, or Option 3	<u>1</u>
F. Carry-forward adjustment used in Part III, Line A9 (Line D minus amount deferred if Option 2 or Option 3 is selected)	<u>1,059,946.01</u>

Approved indirect cost rate: 4.93%
Highest rate used in any program: 4.93%

Fund	Resource	Eligible Expenditures (Objects 1000-5999 except Object 5100)	Indirect Costs Charged (Objects 7310 and 7350)	Rate Used
01	3010	3,983,128.68	196,368.24	4.93%
01	3310	2,596,372.92	128,001.18	4.93%
01	3311	8,147.66	401.68	4.93%
01	3315	169,538.76	8,358.26	4.93%
01	3320	251,629.97	12,405.36	4.93%
01	4035	762,567.01	37,594.55	4.93%
01	4201	28,791.64	1,419.43	4.93%
01	4203	849,862.36	16,997.25	2.00%
01	5640	468,313.58	23,087.86	4.93%
01	5810	2,098,851.16	103,473.36	4.93%
01	6010	631,973.00	30,945.80	4.90%
01	6230	88,953.00	4,385.38	4.93%
01	6264	322,080.02	15,878.54	4.93%
01	6510	262,045.11	12,918.82	4.93%
01	6515	5,831.03	287.47	4.93%
01	7400	1,402,968.36	35,632.93	2.54%
01	7405	295,154.10	14,456.66	4.90%
01	8150	4,182,329.42	206,188.84	4.93%
01	9010	1,153,476.66	37,863.60	3.28%
12	6105	1,028,601.40	50,710.05	4.93%
13	5310	9,859,559.67	486,076.29	4.93%
13	5370	515,911.61	13,953.63	2.70%

Section I - Expenditures	Funds 01, 09, and 62			2015-16 Expenditures
	Goals	Functions	Objects	
A. Total state, federal, and local expenditures (all resources)	All	All	1000-7999	180,744,766.67
B. Less all federal expenditures not allowed for MOE (Resources 3000-5999, except 3385)	All	All	1000-7999	11,762,644.72
C. Less state and local expenditures not allowed for MOE: (All resources, except federal as identified in Line B)				
1. Community Services	All	5000-5999	1000-7999	1,376,796.38
2. Capital Outlay	All except 7100-7199	All except 5000-5999	6000-6999	900,803.53
3. Debt Service	All	9100	5400-5450, 5800, 7430-7439	669,584.78
4. Other Transfers Out	All	9200	7200-7299	0.00
5. Interfund Transfers Out	All	9300	7600-7629	585,992.14
6. All Other Financing Uses	All	9100	7699	80,000.00
		9200	7651	
7. Nonagency	7100-7199	All except 5000-5999, 9000-9999	1000-7999	114,293.09
8. Tuition (Revenue, in lieu of expenditures, to approximate costs of services for which tuition is received)	All	All	8710	203,518.00
9. Supplemental expenditures made as a result of a Presidentially declared disaster	Manually entered. Must not include expenditures in lines B, C1-C8, D1, or D2.			0.00
10. Total state and local expenditures not allowed for MOE calculation (Sum lines C1 through C9)				3,930,987.92
D. Plus additional MOE expenditures:				
1. Expenditures to cover deficits for food services (Funds 13 and 61) (If negative, then zero)	All	All	1000-7143, 7300-7439 minus 8000-8699	551,683.22
2. Expenditures to cover deficits for student body activities	Manually entered. Must not include expenditures in lines A or D1.			0.00
E. Total expenditures subject to MOE (Line A minus lines B and C10, plus lines D1 and D2)				165,602,817.25

Section II - Expenditures Per ADA		2015-16 Annual ADA/ Exps. Per ADA
A. Average Daily Attendance (Form A, Annual ADA column, sum of lines A6 and C9)		16,428.45
B. Expenditures per ADA (Line I.E divided by Line II.A)		10,080.25
Section III - MOE Calculation (For data collection only. Final determination will be done by CDE)		
	Total	Per ADA
A. Base expenditures (Preloaded expenditures from prior year official CDE MOE calculation). (Note: If the prior year MOE was not met, CDE has adjusted the prior year base to 90 percent of the preceding prior year amount rather than the actual prior year expenditure amount.)	150,120,238.28	9,121.18
1. Adjustment to base expenditure and expenditure per ADA amounts for LEAs failing prior year MOE calculation (From Section IV)	0.00	0.00
2. Total adjusted base expenditure amounts (Line A plus Line A.1)	150,120,238.28	9,121.18
B. Required effort (Line A.2 times 90%)	135,108,214.45	8,209.06
C. Current year expenditures (Line I.E and Line II.B)	165,602,817.25	10,080.25
D. MOE deficiency amount, if any (Line B minus Line C) (If negative, then zero)	0.00	0.00
E. MOE determination (If one or both of the amounts in line D are zero, the MOE requirement is met; if both amounts are positive, the MOE requirement is not met. If either column in Line A.2 or Line C equals zero, the MOE calculation is incomplete.)	MOE Met	
F. MOE deficiency percentage, if MOE not met; otherwise, zero (Line D divided by Line B) (Funding under NCLB covered programs in FY 2017-18 may be reduced by the lower of the two percentages)	0.00%	0.00%

SECTION IV - Detail of Adjustments to Base Expenditures (used in Section III, Line A.1)		
Description of Adjustments	Total Expenditures	Expenditures Per ADA
Total adjustments to base expenditures	0.00	0.00

Unaudited Actuals
2015-16
General Fund and Charter Schools Funds
Program Cost Report
Schedule of Allocation Factors (AF) for Support Costs

	----- Teacher Full-Time Equivalents -----				----- Classroom Units -----		Pupils Transported
	Instructional Supervision and Administration (Functions 2100-2200)	Library, Media, Technology and Other Instructional Resources (Functions 2420-2495)	School Administration (Function 2700)	Pupil Support Services (Functions 3100-3199 & 3900)	Plant Maintenance and Operations (Functions 8100-8400)	Facilities Rents and Leases (Function 8700)	Pupil Transportation (Function 3600)
A. Amount of Undistributed Expenditures, Funds 01, 09, and 62, Goals 0000 and 9000 (will be allocated based on factors input)	3,022,172.48	240,520.11	12,591,396.55	8,162,327.84	13,917,518.22	3,439.75	1,956,569.48
B. Enter Allocation Factor(s) by Goal: (Note: Allocation factors are only needed for a column if there are undistributed expenditures in line A.)	FTE Factor(s)	FTE Factor(s)	FTE Factor(s)	FTE Factor(s)	CU Factor(s)	CU Factor(s)	PT Factor(s)
Instructional Goals Description							
0001 Pre-Kindergarten							
1110 Regular Education, K-12	579.00	579.00	579.00	579.00	631.00	631.00	1,706.00
3100 Alternative Schools							
3200 Continuation Schools							
3300 Independent Study Centers							
3400 Opportunity Schools	3.00	3.00	3.00	3.00	3.00	3.00	
3550 Community Day Schools							
3700 Specialized Secondary Programs							
3800 Career Technical Education							
4110 Regular Education, Adult							
4610 Adult Independent Study Centers							
4620 Adult Correctional Education							
4630 Adult Career Technical Education							
4760 Bilingual	66.00	66.00	66.00	66.00	67.00	67.00	
4850 Migrant Education							
5000-5999 Special Education (allocated to 5001)	47.00	47.00	47.00	47.00	47.00	47.00	295.00
6000 ROC/P							
Other Goals Description							
7110 Nonagency - Educational							
7150 Nonagency - Other							
8100 Community Services	0.50	0.50	0.50	0.50	5.00	5.00	
8500 Child Care and Development Services							
Other Funds Description							
-- Adult Education (Fund 11)							
-- Child Development (Fund 12)	6.00	6.00	6.00	6.00	7.00	7.00	
-- Cafeteria (Funds 13 & 61)					20.00	20.00	
C. Total Allocation Factors	701.50	701.50	701.50	701.50	780.00	780.00	2,001.00

Unaudited Actuals
2015-16
General Fund and Charter Schools Funds
Program Cost Report

Goal	Program/Activity	----- Direct Costs -----			Central Admin Costs (col. 3 x Sch. CAC line E) Column 4	Other Costs (Schedule OC) Column 5	Total Costs by Program (col. 3 + 4 + 5) Column 6
		Direct Charged (Schedule DCC) Column 1	Allocated (Schedule AC) Column 2	Subtotal (col. 1 + 2) Column 3			
Instructional Goals							
0001	Pre-Kindergarten	782.19	0.00	782.19	44.83		827.02
1110	Regular Education, K-12	90,511,863.99	32,752,348.67	123,264,212.66	7,065,153.32		130,329,365.98
3100	Alternative Schools	0.00	0.00	0.00	0.00		0.00
3200	Continuation Schools	0.00	0.00	0.00	0.00		0.00
3300	Independent Study Centers	0.00	0.00	0.00	0.00		0.00
3400	Opportunity Schools	258,477.23	156,249.57	414,726.80	23,770.96		438,497.76
3550	Community Day Schools	0.00	0.00	0.00	0.00		0.00
3700	Specialized Secondary Programs	0.00	0.00	0.00	0.00		0.00
3800	Career Technical Education	0.00	0.00	0.00	0.00		0.00
4110	Regular Education, Adult	0.00	0.00	0.00	0.00		0.00
4610	Adult Independent Study Centers	0.00	0.00	0.00	0.00		0.00
4620	Adult Correctional Education	0.00	0.00	0.00	0.00		0.00
4630	Adult Career Technical Education	0.00	0.00	0.00	0.00		0.00
4760	Bilingual	16,328,328.63	3,455,337.70	19,783,666.33	1,133,943.36		20,917,609.69
4850	Migrant Education	0.00	0.00	0.00	0.00		0.00
5000-5999	Special Education	18,930,310.41	2,736,359.55	21,666,669.96	1,241,871.76		22,908,541.72
6000	Regional Occupational Ctr/Prg (ROC/P)	0.00	0.00	0.00	0.00		0.00
Other Goals							
7110	Nonagency - Educational	102,290.65	0.00	102,290.65	5,863.01		108,153.66
7150	Nonagency - Other	0.00	0.00	0.00	0.00		0.00
8100	Community Services	1,401,872.44	106,354.81	1,508,227.25	86,447.29		1,594,674.54
8500	Child Care and Development Services	0.00	0.00	0.00	0.00		0.00
Other Costs							
----	Food Services					50,670.01	50,670.01
----	Enterprise					0.00	0.00
----	Facilities Acquisition & Construction					410,684.12	410,684.12
----	Other Outgo					3,155,198.96	3,155,198.96
Other Funds							
----	Adult Education, Child Development, Cafeteria, Foundation ([Column 3 + CAC, line C5] times CAC, line E)		687,294.13	687,294.13	693,989.04		1,381,283.17
----	Indirect Cost Transfers to Other Funds (Net of Funds 01, 09, 62, Function 7210, Object 7350)				(550,739.97)		(550,739.97)
----	Total General Fund and Charter Schools Funds Expenditures	127,533,925.54	39,893,944.43	167,427,869.97	9,700,343.60	3,616,553.09	180,744,766.66

Unaudited Actuals
2015-16
General Fund and Charter Schools Funds
Program Cost Report
Schedule of Direct Charged Costs (DCC)

Goal	Type of Program	Instruction (Functions 1000-1999)	Instructional Supervision and Administration (Functions 2100-2200)	Library, Media, Technology and Other Instructional Resources (Functions 2420-2495)	School Administration (Function 2700)	Pupil Support Services (Functions 3110-3160 and 3900)	Pupil Transportation (Function 3600)	Ancillary Services (Functions 4000-4999)	Community Services (Functions 5000-5999)	General Administration (Functions 7000-7999, except 7210)*	Plant Maintenance and Operations (Functions 8100-8400)	Facilities Rents and Leases (Function 8700)	Total
Instructional Goals													
0001	Pre-Kindergarten	755.55	0.00	26.64	0.00	0.00	0.00	0.00			0.00	0.00	782.19
1110	Regular Education, K-12	85,937,897.75	175,482.78	2,134,612.59	620,554.45	1,643,316.42	0.00	0.00			0.00	0.00	90,511,863.99
3100	Alternative Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3200	Continuation Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3300	Independent Study Centers	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3400	Opportunity Schools	258,477.23	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	258,477.23
3550	Community Day Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3700	Specialized Secondary Programs	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3800	Career Technical Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4110	Regular Education, Adult	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4610	Adult Independent Study Centers	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4620	Adult Correctional Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4630	Adult Career Technical Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4760	Bilingual	14,773,052.14	1,132,544.56	244,431.95	67,665.84	97,792.44	632.40	0.00			12,209.30	0.00	16,328,328.63
4850	Migrant Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
5000-5999	Special Education	16,060,716.98	403,034.46	1,066.18	1,676.66	1,024,738.82	1,438,892.51	0.00			184.80	0.00	18,930,310.41
6000	ROC/P	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
Other Goals													
7110	Nonagency - Educational	36,236.50	19,474.26	7,562.57	24,881.83	285.09	0.00	0.00	0.00	0.00	13,850.40	0.00	102,290.65
7150	Nonagency - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8100	Community Services		0.00	0.00	0.00	0.00	0.00	0.00	1,376,796.38	0.00	25,076.06	0.00	1,401,872.44
8500	Child Care and Development Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Direct Charged Costs		117,067,136.15	1,730,536.06	2,387,699.93	714,778.78	2,766,132.77	1,439,524.91	0.00	1,376,796.38	0.00	51,320.56	0.00	127,533,925.54

* Functions 7100-7199 for goals 8100 and 8500

Unaudited Actuals
2015-16
General Fund and Charter Schools Funds
Program Cost Report
Schedule of Allocated Support Costs (AC)

Goal	Type of Program	Allocated Support Costs (Based on factors input on Form PCRAF)			Total
		Full-Time Equivalents	Classroom Units	Pupils Transported	
Instructional Goals					
0001	Pre-Kindergarten	0.00	0.00	0.00	0.00
1110	Regular Education, K-12	19,822,530.91	11,261,698.05	1,668,119.71	32,752,348.67
3100	Alternative Schools	0.00	0.00	0.00	0.00
3200	Continuation Schools	0.00	0.00	0.00	0.00
3300	Independent Study Centers	0.00	0.00	0.00	0.00
3400	Opportunity Schools	102,707.42	53,542.15	0.00	156,249.57
3550	Community Day Schools	0.00	0.00	0.00	0.00
3700	Specialized Secondary Programs	0.00	0.00	0.00	0.00
3800	Career Technical Education	0.00	0.00	0.00	0.00
4110	Regular Education, Adult	0.00	0.00	0.00	0.00
4610	Adult Independent Study Centers	0.00	0.00	0.00	0.00
4620	Adult Correctional Education	0.00	0.00	0.00	0.00
4630	Adult Career Technical Education	0.00	0.00	0.00	0.00
4760	Bilingual	2,259,563.10	1,195,774.60	0.00	3,455,337.70
4850	Migrant Education	0.00	0.00	0.00	0.00
5000-5999	Special Education (allocated to 5001)	1,609,082.82	838,826.96	288,449.77	2,736,359.55
6000	ROC/P	0.00	0.00	0.00	0.00
Other Goals					
7110	Nonagency - Educational	0.00	0.00	0.00	0.00
7150	Nonagency - Other	0.00	0.00	0.00	0.00
8100	Community Services	17,117.90	89,236.91	0.00	106,354.81
8500	Child Care and Development Svcs.	0.00	0.00	0.00	0.00
Other Funds					
--	Adult Education (Fund 11)		0.00		0.00
--	Child Development (Fund 12)	205,414.82	124,931.67	0.00	330,346.49
--	Cafeteria (Funds 13 and 61)		356,947.64		356,947.64
Total Allocated Support Costs		24,016,416.97	13,920,957.98	1,956,569.48	39,893,944.43

Unaudited Actuals
2015-16
Program Cost Report
Schedule of Central Administration Costs (CAC)

A. Central Administration Costs in General Fund and Charter Schools Funds		
1	Board and Superintendent (Funds 01, 09, and 62, Functions 7100-7180, Goals 0000-6999 and 9000, Objects 1000-7999)	1,054,410.71
2	External Financial Audits (Funds 01, 09, and 62, Functions 7190-7191, Goals 0000-6999 and 9000, Objects 1000-7999)	31,800.00
3	Other General Administration (Funds 01, 09, and 62, Functions 7200-7600 except 7210, Goal 0000, Objects 1000-7999)	7,244,240.83
4	Centralized Data Processing (Funds 01, 09, and 62, Function 7700, Goal 0000, Objects 1000-7999)	1,920,632.04
5	Total Central Administration Costs in General Fund and Charter Schools Funds	10,251,083.58
B. Direct Charged and Allocated Costs in General Fund and Charter Schools Funds		
1	Total Direct Charged Costs (from Form PCR, Column 1, Total)	127,533,925.54
2	Total Allocated Costs (from Form PCR, Column 2, Total)	39,893,944.43
3	Total Direct Charged and Allocated Costs in General Fund and Charter Schools Funds	167,427,869.97
C. Direct Charged Costs in Other Funds		
1	Adult Education (Fund 11, Objects 1000-5999, except 5100)	0.00
2	Child Development (Fund 12, Objects 1000-5999, except 5100)	1,045,112.40
3	Cafeteria (Funds 13 & 61, Objects 1000-5999, except 5100)	10,375,471.28
4	Foundation (Funds 19 & 57, Objects 1000-5999, except 5100)	0.00
5	Total Direct Charged Costs in Other Funds	11,420,583.68
D. Total Direct Charged and Allocated Costs (B3 + C5)		178,848,453.65
E. Ratio of Central Administration Costs to Direct Charged and Allocated Costs (A5/D)		5.73%

Unaudited Actuals
2015-16
General Fund and Charter Schools Funds
Program Cost Report
Schedule of Other Costs (OC)

Type of Activity	Food Services (Function 3700)	Enterprise (Function 6000)	Facilities Acquisition & Construction (Function 8500)	Other Outgo (Functions 9000-9999)	Total
Food Services (Objects 1000-5999, 6400, and 6500)	50,670.01				50,670.01
Enterprise (Objects 1000-5999, 6400, and 6500)		0.00			0.00
Facilities Acquisition & Construction (Objects 1000-6500)			410,684.12		410,684.12
Other Outgo (Objects 1000-7999)				3,155,198.96	3,155,198.96
Total Other Costs	50,670.01	0.00	410,684.12	3,155,198.96	3,616,553.09

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Unaudited Actuals
2015-16 Unaudited Actuals
Technical Review Checks

Oxnard Elementary

Ventura County

Following is a chart of the various types of technical review checks and related requirements:

- F - Fatal (Data must be corrected; an explanation is not allowed)
- W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
- O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

IMPORT CHECKS

GENERAL LEDGER CHECKS

OBJ-POSITIVE - (W) - The following objects have a negative balance by resource, by fund: EXCEPTION

FUND	RESOURCE	OBJECT	VALUE
01	7400	8590	-30,615.13
Explanation:Liability to CDE - Unspent QEIA funds due back to CDE			
01	7405	5800	-360.00
Explanation:PY Adjustment			

REV-POSITIVE - (W) - In the following resources, total revenues exclusive of contributions (objects 8000-8979) are negative, by fund: EXCEPTION

FUND	RESOURCE	VALUE
01	7400	-30,615.13
Explanation:Recorded Liability - Unspent QEIA Funds due back to CDE		

EXP-POSITIVE - (W) - The following expenditure functions have a negative balance by resource, by fund. (NOTE: Functions, including CDE-defined optional functions, are checked individually, except functions 7200-7600 are combined.) EXCEPTION

FUND	RESOURCE	FUNCTION	VALUE
01	7405	2100	-360.00
Explanation:PY Adjustment			

SUPPLEMENTAL CHECKS

EXPORT CHECKS

Checks Completed.

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Unaudited Actuals
2016-17 Budget
Technical Review Checks

Oxnard Elementary

Ventura County

Following is a chart of the various types of technical review checks and related requirements:

- F - Fatal (Data must be corrected; an explanation is not allowed)
- W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
- O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

IMPORT CHECKS

GENERAL LEDGER CHECKS

EFB-POSITIVE - (W) - Ending balance (Object 979Z) is negative for the following resources. Please explain the cause of the negative balances and your plan to resolve them. EXCEPTION

<u>FUND</u>	<u>RESOURCE</u>	<u>NEG. EFB</u>
01	6264	-85,337.56
Explanation: Difference between projected and actual beginning balance - will correct itself at 1st Interim		
Total of negative resource balances for Fund 01		-85,337.56
21	9010	-1,581,267.83
Explanation: Difference between projected and actual beginning balance - will clear itself at 1st Interim		
Total of negative resource balances for Fund 21		-1,581,267.83

OBJ-POSITIVE - (W) - The following objects have a negative balance by resource, by fund: EXCEPTION

<u>FUND</u>	<u>RESOURCE</u>	<u>OBJECT</u>	<u>VALUE</u>
01	6264	9790	-85,337.56
Explanation: Difference between projected and actual beginning balance - will correct itself at 1st Interim			
21	9010	9790	-1,581,267.83
Explanation: Difference between projected and actual beginning balance - will correct itself at 1st Interim			

SUPPLEMENTAL CHECKS

EXPORT CHECKS

Checks Completed.

BOARD AGENDA ITEM

Name of Contributor: Jonathan Koch

Date of Meeting: September 21, 2016

STUDY SESSION _____

CLOSED SESSION _____

SECTION A: PRELIMINARY _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____

Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

_____ Facilities

SECTION D: ACTION _____

SECTION E: REPORTS/DISCUSSION _____

SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

Establish/Abolish/Increase/Reduce Hours of Position (Koch)

Establish

a five hour, 183 day Paraeducator I bilingual, position number 7830, to be established at McKinna school. This position will be established to provide additional support.

a five hour, 183 day Paraeducator I bilingual, position number 7825, to be established at McKinna school. This position will be established to provide additional support.

a four hour, 183 day Paraeducator I Mixteco, position number 7845, to be established at Ramona school. This position will be established to provide additional support.

a five hour, 183 day Paraeducator I, position number 7829, to be established at McKinna school. This position will be established to provide additional support.

a five hour and forty-five minute, 183 day Paraeducator II, position number 7844, to be established in Pupil Services. This position will be established to provide additional support.

a five hour and forty-five minute, 183 day Paraeducator III, position number 7851, to be established in Special Education department. This position will be established to provide additional support.

a five hour and forty-five minute, 183 day Paraeducator III, position number 7850, to be established in Special Education department. This position will be established to provide additional support.

an eight hour, 183 day Speech Language Pathology Assistant, position number 7835, to be established in the Special Education department. This position will be established to provide support with the speech caseload at Ramona and McKinna.

Increase

a five hour, 183 day Paraeducator III, position number 5466, to be increased to five hours and forty-five minutes at Marshall school. This position will be increased to provide additional support.

a five and a half hour, 183 day Paraeducator II, position number 679, to be increased to five hours and forty-five minutes at Marina West school. This position will be increased to provide additional support.

Abolish

a five hour, 246 day Office Assistant, position number 5998, to be abolished in the Special Education department. This position will be abolished due to the lack of work.

a six hour, 203 day Office Assistant, position number 547, to be abolished at San Miguel. This position will be abolished due to the lack of work.

FISCAL IMPACT

Cost for Para I (B)-\$22,599.00 Site Fund
Cost for Para I (B)-\$22,599.00 Site Fund
Cost for Para I (B)-\$18,086.00 Site Fund
Cost for Para I -\$21,937.00 Site Fund
Cost for Para II-\$26,453.00 General Fund
Cost for Para III-\$27,141.00 Special Ed.
Cost for Para III-\$27,141.00 Special Ed.
Cost for SLPA-\$61,565.00 Special Ed.
Cost for Para III-\$1,179.00 Special Ed.
Cost for Para II-\$1,149.00 Special Ed.
Savings for OA II-\$30,691.00 Special Ed.
Savings for OA II-\$40,995.00 Special Ed.

Cost for Cover Bus Driver-\$12,012.00 General Fund
Savings for Bus Driver-\$10,905.00 General Fund
Savings for Warehouse Worker-\$25,954 Child Nutrition Services

RECOMMENDATION

It is the recommendation to approve the establishment, increase, and reduction of positions, as presented.

ADDITIONAL MATERIAL

Attached: None

BOARD AGENDA ITEM

Name of Contributor: Jesus Vaca/Jonathan Koch

Date of Meeting: September 21, 2016

STUDY SESSION _____
CLOSED SESSION _____
SECTION A: PRELIMINARY _____
SECTION B: HEARINGS _____
SECTION C: CONSENT AGENDA X

- Agreement Category:
 Academic
 Enrichment
 Special Education
 Support Services
 Personnel
 Legal
 Facilities

SECTION D: ACTION _____
SECTION E: REPORTS/DISCUSSION _____
SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

Personnel Actions (Vaca/Koch)

The attached are recommended personnel actions presented to the Board of Trustees for consideration. The salary placement for the individuals employed will be in accordance with salary regulations of the district. Personnel actions include: New Hires, transfers, pay changes, layoffs, recall from layoffs, resignations, retirements, and leave of absence.

FISCAL IMPACT

RECOMMENDATION

It is the recommendation to approve the Personnel Actions, as presented.

ADDITIONAL MATERIAL

Attached: Classified Personnel Actions (page)
Certificated Personnel Actions

CERTIFICATED PERSONNEL

Listed below are recommended certificated personnel actions presented for consideration by the Board of Trustees. The salaries for the individuals employed will be determined in accordance with salary regulations of the District.

NEW HIRES

Susan Green	Elementary Support Teacher, Kamala	September 6, 2016
Patricia McGovern	School Psychologist (.20), Frank	September 1, 2016
Ann Stuart-Lougheed	Speech/Language Specialist, Pupil Services	August 22, 2016
Mary Lang	Teacher, Kindergarten DLI (English), Curren	August 31, 2016
Ivan Mendez	Teacher, Physical Education, Fremont	August 30, 2016
Julie Shaw	Teacher, Spanish, Fremont	September 12, 2016

Tiffany Anderson	Substitute Teacher	2016/2017 School Year
Candace Challenor	Substitute Teacher	2016/2017 School Year
David Diaz	Substitute Teacher	2016/2017 School Year
Ivanna Luna	Substitute Teacher	2016/2017 School Year
Kathleen McLaughlin	Substitute Teacher	2016/2017 School Year
Catherine Pope	Substitute Teacher	2016/2017 School Year
Maryam Shafiei	Substitute Teacher	2016/2017 School Year
Valerie Steele	Substitute Teacher	2016/2017 School Year

Intervention Services
Provider (less than 20
hours per week not to
exceed 75% or 135 days a
year

Valentina Avalos	09/12/2016
Rex Burke	09/12/2016
Cruz Earls	09/12/2016
Rae Gonzales-Villalpando	09/06/2016
Rachel Herskowitz	09/12/2016
Jennifer Huynh	09/12/2016
Rosalind Kasamis	09/26/2016
Teresa LaPata	09/08/2016
Keri Leitch	09/15/2016
Lawrence Libman	09/12/2016
Marilu Lopez	09/26/2016
Erin Lynch	09/06/2016

September 21, 2016

Karen Manny		09/26/2016
Candice McHenry		09/12/2016
Susan Nemets		09/01/2016
Katie Norton		09/06/2016
Mark Orosco		09/07/2016
Marilynne Parker		09/12/2016
Angelica Railey		09/12/2016
Deanna Romero		09/06/2016
Pamela Sanchez		09/12/2016
Randall Smith		09/01/2016
Jane VanDaalwyk		09/12/2016
Eloise Vinton		09/07/2016

RESIGNATION

Miriam Blanchard	Speech/Language Specialist, Special Ed.	09/07/2016
Eloise Vinton	Intervention Services Provider, Drifill	09/09/2016
Angela Williams	Teacher, Science, Haydock	09/02/2016

PROMOTION

Michel Haun	Assistant Principal, Fremont	09/12/2016
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CLASSIFIED PERSONNEL ACTIONS

September 21, 2016

New Hire

Andrade, Gabriela	Library Media Technician, Position #2525 Rose Ave. 5.0 hrs./190 days	08/29/2016
Kerissa, Hoda	Paraeducator I, Position #7267 McAuliffe 2.0 hrs./183 days	09/01/2016
Tobon Guzman, Maria	Paraeducator I, Position #7192 Rose Ave. 4.0 hrs./183 days	09/06/2016

Limited Term

Alhabash, Suha I	Paraeducator	08/30/2016
Hernandez, Danna	Paraeducator	08/29/2016
Loebe, Laura	Paraeducator	09/12/2016
Rodriguez, Casey S.	Paraeducator	08/29/2016

Exempt

Caluya, Ruel	Campus Assistant	09/08/2016
Juarez, Lizeth	Campus Assistant	09/02/2016
Ochoa, Brenda	Campus Assistant	08/18/2016
Rodriguez, Christine	Campus Assistant	08/26/2016
Ruiz, Aurora	Campus Assistant	08/18/2016
Topete, Andres	Campus Assistant	08/16/2016

Promotion

Flores, Marcella	Secretary, Position #1357 Pupil Services 8.0 hrs./246 days Office Assistant II, Position #1983 Marshall 5.0 hrs./203 days	09/12/2016
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Transfer

Sandoval, Michelle	Office Assistant II, Position #6447 Fremont 8.0 hrs./203 days Office Assistant II, Position #2172 Ritchen 7.0 hrs./203 days	09/12/2016
Serratos, Juan Carlos	Custodian, Position #2543 McAuliffe 4.0 hrs./246 days Custodian, Position #2541 Fremont 4.0 hrs./246 days	09/05/2016

Reinstatement

Olson, Teresa	Paraeducator II, Position #6519 Special Education 5.75 hrs./183 days	08/29/2016
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Resignation

Bravo, Sarah	Paraeducator I, Position #7173 Elm 2.0 hrs./183 days	09/02/2016
Curwood, Sandra	Director of Child Nutrition, Position #108 Child Nutrition Services 8.0 hrs./246 days	09/06/2016
Loebe, Laura	Paraeducator III, Position #1628 Special Ed. 5.75 hrs./183 days	09/09/2016

Retirement

Rosalez, Jeanette	Child Nutrition Coordinator, Position #1075 Brekke 8.0 hrs./189 days	06/30/1997-08/31/2016
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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales

Date of Meeting: September 21, 2016

- A. Preliminary: _____
Study Session: _____
- B. Hearing: _____
- C. Consent Agenda _____ Agreement Category:
____ Academic
____ Enrichment
____ Special Education
____ Support Services
____ Personnel
____ Legal
____ Facilities
- D. Action Items _____ X
- E. Report/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Consider Adoption of Resolution #16-11 In Support of Proposition 58: LEARN (Language Education, Acquisition And Readiness Now)

Proposition 58 will be on the November election ballot and will amend certain aspects of the old Proposition 227 (passed in 1998). It will open the doors once more to more multilingual programs for English Learners and all students while our students become academically proficient and successful in English. The “Yes on 58” committee is encouraging all advocates of bilingualism, biliteracy, and multiculturalism to share this critical information with schools and district leaders.

FISCAL IMPACT: None

RECOMMENDATION:

It is recommended that the Board of Trustees consider and adopt Resolution #16-11 in support of Proposition 58: LEARN (Language Education, Acquisition And Readiness Now); and direct administration to process accordingly.

ADDITIONAL MATERIAL:

- Resolution #16-11



OXNARD SCHOOL DISTRICT

Resolution #16-11



In Support of Proposition 58: LEARN (Language Education, Acquisition And Readiness Now)

WHEREAS, Proposition 58: LEARN (Language Education, Acquisition and Readiness Now) will be on the California ballot as a legislatively referred state status on November 8, 2016.

WHEREAS, The proposed measure was sponsored in the California State Legislature by State Senator Ricardo Lara (D-33) as Senate Bill 1174, or the Multilingual Education for a 21st Century Economy Act and Governor Brown signed the legislation on September 28, 2014; and

WHEREAS, close to 45% of District students are currently learning academic English as a second language and learning both in English and their native language significantly increases their chances of high achievement in school, leading to higher education and global careers as multilingual speakers; and

WHEREAS, another 20% of the District’s students already have a strong proficiency in English but also speak another language, and by participating in language programs these students can be better prepared to compete in the global workforce as multilingual speakers; and

WHEREAS, the District is committed to providing all parents many choices and Proposition 58 provides parents the ability to choose a language acquisition program that best suits their child; and

WHEREAS, the District provides dual immersion programs that provide language acquisition opportunities to District students from all backgrounds, as well as world language offerings for all students; and

WHEREAS, Proposition 58: LEARN (Language Education, Acquisition and Readiness Now) provides the opportunity for parental choice and voice regarding to ensure access to language programs that prepare their children to be more competitive in a global economy and provides opportunities for monolingual English speaking students to be instructed to achieve proficiency in a second language; and

WHEREAS, Extensive research has shown that students who choose to participate in multilingual programs attain high levels of academic achievement and higher scores than English-only students; and

WHEREAS, Proposition 58: LEARN (Language Education, Acquisition and Readiness Now) repeals the onerous English Learner parent waiver requirements and the English-only presumptive placement of English Learners; it also re-affirms English proficiency standards and promotes English as the official language in California; and emphasizes preparing all students for college and careers in a multilingual 21st century economy;

NOW THEREFORE BE IT RESOLVED, that the Governing Board of the Oxnard School District reaffirms its commitment to the ideals of preparing all students for college and careers in a multilingual 21st century that are embedded in Proposition 58: LEARN (Language Education, Acquisition and Readiness Now) and expresses its strong support for this Proposition.

Adopted this 21st day of September, 2016.

President, Board of Trustees

Clerk, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

OSD BOARD AGENDA ITEM

Name of Contributor: **Robin I. Freeman**

Date of Meeting: **9/21/16**

- A. Preliminary Study Session: _____
- B. Hearing: _____
- C. Consent Agenda _____ Agreement Category:
 - _____ Academic
 - _____ Enrichment
 - _____ Special Education
 - _____ Support Services
 - _____ Personnel
 - _____ Legal
 - _____ Facilities
- D. Action Items X
- E. Report/Discussion Items (no action)
- F. Board Policies 1st Reading _____ 2nd Reading _____

Approval of the English Learner Master Plan (Freeman)

The English Learner Master Plan (ELMP) has been revised to reflect current legislation and practices in the Oxnard School District. A Governing Board study session was held on August 24, 2016.

FISCAL IMPACT: None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services that the Board of Trustees approve the English Learner Master Plan as presented.

ADDITIONAL MATERIAL: None

Copies of the plan will be made available for each school site and the plan will be posted on the Oxnard School District website.

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca**

Date of Meeting: **September 21, 2016**

- A. Preliminary _____
Study Session: _____
- B. Hearing: _____
- C. Consent Agenda _____ Agreement Category:
____ Academic
____ Enrichment
____ Special Education
____ Support Services
____ Personnel
____ Legal
____ Facilities
- D. Action Items _____
- E. Report/Discussion Items (no action) _____
- F. Board Policies 1st Reading X 2nd Reading _____

FIREARMS ON SCHOOL GROUNDS – BP 3515.7: New (Vaca)

The policy and exhibits have been added to reflect new laws, as recommended by the California School Boards Association.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees review the attached policy and exhibits for first reading and eventual approval at the October 5, 2016 board meeting.

ADDITIONAL MATERIAL(S):

BP 3515.7 Firearms on School Grounds (two pages)

FIREARMS ON SCHOOL GROUNDS

The Governing Board is committed to providing a safe environment for students, staff, and visitors on campus. The Superintendent or designee shall consult with local law enforcement, insurance carriers, and other appropriate individuals and agencies to address the security of school campuses.

*(cf. 3515 - Campus Security)
(cf. 3515.2 - Disruptions)
(cf. 3515.3 - District Police/Security Department)
(cf. 4158/4258/4358 - Employee Security)
(cf. 5131.4 - Student Disturbances)
(cf. 5131.7 - Weapons and Dangerous Instruments)*

District policy regarding the possession of firearms and/or ammunition on school grounds shall be included in the district's comprehensive safety plan and shall be communicated to district staff, parents/guardians, and the community.

*(cf. 0450 - Comprehensive Safety Plan)
(cf. 1112 - Media Relations)
(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)*

Any person specified in Penal Code 626.9(l)-(o) and 30310 is authorized to possess a firearm and/or ammunition on school grounds. School grounds include, but are not limited to, school buildings, fields, storage areas, and parking lots.

The Superintendent or designee shall not grant permission to any other individual to carry a firearm or ammunition on school grounds.

*(cf. 4116 - Probationary/Permanent Status)
(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*

Legal Reference:

EDUCATION CODE

*32281 Comprehensive safety plan
35160 Powers and duties of the board
35161 Powers and duties of the board; authority to delegate
38001.5 District security officers; requirements if carry firearm*

PENAL CODE

*626.9 Gun Free School Zone Act
830.32 District police department; district decision to authorize carrying of firearm
16150 Definition of ammunition
16520 Definition of firearm
26150-26225 Concealed weapons permit
30310 Prohibition against ammunition on school grounds*

UNITED STATES CODE, TITLE 18

*921 Definitions, firearms and ammunition
922 Firearms, unlawful acts
923 Firearm licensing*

FIREARMS ON SCHOOL GROUNDS (continued)

BP 3515.7(b)

Legal Reference: (Continued)

UNITED STATES CODE, TITLE 20

7151 Gun-Free Schools Act; student expulsions for possession of firearm

Management Resources:

WEB SITES

Office of the Attorney General: <https://oag.ca.gov/firearms>

*Policy
adopted: October 5, 2016*

OXNARD SCHOOL DISTRICT
Oxnard, California

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca**

Date of Meeting: **September 21, 2016**

- A. Preliminary _____
Study Session: _____
- B. Hearing: _____
- C. Consent Agenda _____ Agreement Category:
____ Academic
____ Enrichment
____ Special Education
____ Support Services
____ Personnel
____ Legal
____ Facilities
- D. Action Items _____
- E. Report/Discussion Items (no action) _____
- F. Board Policies 1st Reading X 2nd Reading _____

TEMPORARY/SUBSTITUTE PERSONNEL – BP 4121: New (Vaca)

The policy has been added to reflect new laws, as recommended by the California School Boards Association.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees review the attached policy for its first reading and eventual approval at the October 5, 2016 board meeting.

ADDITIONAL MATERIAL(S):

BP 4121 Temporary/Substitute Personnel (six pages)

TEMPORARY/SUBSTITUTE PERSONNEL

The Governing Board recognizes that substitute and temporary personnel perform an essential role in promoting student achievement and desires to employ highly qualified, appropriately credentialed employees to fill such positions.

(cf. 4112.2 - Certification)

Hiring

The Superintendent or designee shall recommend candidates for substitute or temporary positions for Board approval, and shall ensure that all substitute and temporary employees are assigned in accordance with law and the authorizations specified in their credential.

(cf. 4113 - Assignment)

Substitute personnel may be employed on an on-call, day-to-day basis.

In addition, after September 1 of any school year, the Board may employ substitute personnel for the remainder of the school year for positions for which no regular employee is available. The district shall first demonstrate to the Commission on Teacher Credentialing the inability to acquire the services of a qualified regular employee. (Education Code 44917)

(cf. 4117.14/4317.14 - Postretirement Employment)

Permanent or probationary certificated employees who were laid off pursuant to Education Code 44955 and who have a preferred right of reappointment shall be given priority for substitute service in the order of their original employment. (Education Code 44956, 44957)

(cf. 4117.3 - Personnel Reduction)

Classification

At the time of initial employment and each July thereafter, the Board shall classify substitute and temporary employees as such. (Education Code 44915, 44916)

The Board may classify as substitute personnel a teacher hired to fill the position of a regularly employed person who is absent from service. (Education Code 44917)

To address the need for additional certificated employees when regular district employees are absent due to leaves or long-term illness, the Board may classify a teacher who is employed for at least one semester and up to one complete school year as a temporary employee. Any person whose service begins in the second semester and before March 15 may be classified as a temporary employee even if employed for less than a semester. The Board shall determine the number of persons who shall be so employed, which shall not exceed the identified need based on the absence of regular employees. (Education Code 44920)

TEMPORARY/SUBSTITUTE PERSONNEL *(continued)*

The Board also shall classify as temporary employees those certificated persons, other than substitute employees, who are employed to:

1. *Serve from day to day during the first three months of any school term to teach temporary classes which shall not exist after that time, or perform any other duties which do not last longer than the first three months of any school term (Education Code 44919)*
2. *Teach in special day and evening classes for adults or in schools of migratory population for not more than four months of any school term (Education Code 44919)*

*(cf. 6175 - Migrant Education Program)
(cf. 6200 - Adult Education)*

3. *Serve in a limited assignment supervising student athletic activities provided such assignments have first been made available to teachers presently employed in the district (Education Code 44919)*

(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)

4. *Serve in a position for a period not to exceed 20 working days in order to prevent the stoppage of district business during an emergency when persons are not immediately available for probationary classification (Education Code 44919)*
5. *Serve only for the first semester because the district expects a reduction in student enrollment during the second semester due to mid-year graduations (Education Code 44921)*

For purposes of classifying employees pursuant to item #1 or #2 above, the school year shall not be divided into more than two school terms. (Education Code 44919)

Any employee hired to provide services in a categorically funded program or project may be employed for a period less than a full school year. He/she may be classified as a temporary employee if the period of employment will end at the expiration of that program or project. (Education Code 44909)

Salary and Benefits

The Board shall adopt and make public a salary schedule setting the daily or pay period rate(s) for substitute employees for all categories or classes of certificated employees of the district. (Education Code 44977, 45030)

TEMPORARY/SUBSTITUTE PERSONNEL (continued)

(cf. 4140/4240/4340 - Bargaining Units)
(cf. 4154/4254/4354 - Health and Welfare Benefits)

Paid Sick Leave

Except for a retired annuitant who is not reinstated to the retirement system, any temporary or substitute employee who works for 30 or more days within a year of his/her employment shall be entitled to one hour of paid sick leave for every 30 hours worked. Accrued paid sick days shall carry over to the following year of employment, up to a maximum of 48 hours. (Labor Code 246)

Any temporary or substitute employee may begin to use accrued paid sick days on the 90th day of his/her employment, after which he/she may use the sick days as they are accrued. (Labor Code 246)

A temporary or substitute employee may use accrued sick leave for absences due to: (Labor Code 246.5)

- 1. His/her own need or the need of a family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care*
- 2. Need of the employee to obtain or seek any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee, or his/her child, when the employee has been a victim of domestic violence, sexual assault, or stalking*

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)
(cf. 4261.1 - Personal Illness/Injury Leave)

No employee shall be denied the right to use accrued sick days and the district shall not in any manner discriminate or retaliate against an employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249. The Superintendent or designee shall display a poster containing required information, provide notice to eligible employees of their sick leave rights, keep records of employees' use of sick leave for three years, and comply with other requirements specified in Labor Code 245-249 and in AR 4161.1/4361.1 - Personal Illness/Injury Leave.

Release from Employment/Dismissal

The Board may dismiss a substitute employee at any time at its discretion. (Education Code 44953)

TEMPORARY/SUBSTITUTE PERSONNEL (continued)

The Board may release a temporary employee at its discretion if the employee has served less than 75 percent of the number of days the regular schools of the district are maintained during one school year. After serving 75 percent of the number of days that district schools are maintained during one school year, a temporary employee may be released as long as he/she is notified, before the last day of June, of the district's decision not to reelect him/her for the following school year. (Education Code 37200, 44954)

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

Reemployment as a Probationary Employee

Unless released from employment pursuant to Education Code 44954, any person employed for one complete school year as a temporary employee shall, if reemployed for the following school year in a vacant position requiring certification qualifications, be classified as a probationary employee. With the exception of on-call, day-to-day substitutes, if a temporary or substitute employee performs the duties normally required of certificated employees for at least 75 percent of the number of days the regular schools of the district were maintained in that school year and is then employed as a probationary employee for the following school year, his/her previous employment as a temporary or substitute employee shall be credited as one year's employment as a probationary employee for purposes of acquiring permanent status. (Education Code 44917, 44918, 44920)

(cf. 4116 - Probationary/Permanent Status)

Vacant position means a position in which the employee is qualified to serve and which is not filled by a permanent or probationary employee. It shall not include a position which would be filled by a permanent or probationary employee except for the fact that such employee is on leave. (Education Code 44920, 44921)

A temporary employee hired pursuant to item #1 or #2 in the section "Classification" above shall be classified as a probationary employee if the duties continue beyond the time limits of the assignment. (Education Code 44919)

A person employed pursuant to item #5 in the section "Classification" above who is then continued in employment beyond the first semester shall be classified as a probationary employee for the entire school year and shall be reemployed to fill any vacant position in the district for which he/she is certified. Preference for available positions shall be determined by the Board as prescribed by Education Code 44845 and 44846. (Education Code 44921)

TEMPORARY/SUBSTITUTE PERSONNEL (continued)

With the exception of on-call, day-to-day substitutes, any temporary or substitute employee who was released pursuant to Education Code 44954 but who has nevertheless served in a certificated position in the district for at least 75 percent of each of two consecutive school years shall receive first priority if the district fills a vacant position for the subsequent school year at the grade level at which the employee served during either year. In the case of a departmentalized program, the employee shall have taught the subject matter in which the vacant position occurs. (Education Code 44918)

Legal Reference:

EDUCATION CODE

- 22455.5 Provision of retirement plan information to potential members
- 22515 Irrevocable election to join retirement plan
- 37200 School calendar
- 44252.5 State basic skills assessment required for certificated personnel
- 44300 Emergency teaching or specialist permits
- 44830 Employment of certificated persons; requirements of proficiency in basic skills
- 44839.5 Employment of retirant
- 44845 Date of employment
- 44846 Criteria for reemployment preferences
- 44909 Employees providing services through categorically funded programs
- 44914 Substitute and probationary employment computation for classification as permanent employee
- 44915 Classification of probationary employees
- 44916 Time of classification; statement of employment status
- 44917 Classification of substitute employees
- 44918 Substitute or temporary employee deemed probationary employee; reemployment rights
- 44919 Classification of temporary employees
- 44920 Employment of certain temporary employees; classifications
- 44921 Employment of temporary employees; reemployment rights (unified and high school districts)
- 44953 Dismissal of substitute employees
- 44954 Release of temporary employees
- 44955 Layoff of permanent and probationary employees
- 44956 Rights of laid-off permanent employees to substitute positions
- 44957 Rights of laid-off probationary employees to substitute positions
- 44977 Salary schedule for substitute employees
- 45030 Substitutes
- 45041 Computation of salary
- 45042 Alternative method of computation for less than one school year
- 45043 Compensation for employment beginning in the second semester
- 56060-56063 Substitute teachers in special education

GOVERNMENT CODE

- 3540.1 Educational Employment Relations Act, definitions

Legal Reference continued: (see next page)

TEMPORARY/SUBSTITUTE PERSONNEL (continued)

LABOR CODE

220 Sections inapplicable to public employees
230 Jury duty; legal actions by domestic violence, sexual assault and stalking victims, right to time off
230.1 Employers with 25 or more employees; domestic violence, sexual assault and stalking victims, right to time off
233 Illness of child, parent, spouse or domestic partner
234 Absence control policy
245-249 Healthy Workplaces, Healthy Families Act of 2014

CODE OF REGULATIONS, TITLE 5

5502 Filing of notice of physical examination for employment of retired person
5503 Physical examination for employment of retired persons
5590 Temporary athletic team coach
80025-80025.5 Emergency substitute teaching permits

COURT DECISIONS

McIntyre v. Sonoma Valley Unified School District (2012) 206 Cal.App.4th 170
Stockton Teachers Association CTA/NEA v. Stockton Unified School District (2012) 204 Cal.App.4th 446
Neily v. Manhattan Beach Unified School District, (2011) 192 Cal.App.4th 187
California Teachers Association v. Vallejo City Unified School District, (2007) 149 Cal.App.4th 135
Bakersfield Elementary Teachers Assn. v. Bakersfield City School District, (2006) 145 Cal.App.4th 1260, 1277
Kavanaugh v. West Sonoma Union High School District, (2003) 29 Cal.4th 911

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>
Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

Policy
adopted: October 5, 2016

OXNARD SCHOOL DISTRICT
Oxnard, California

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca**

Date of Meeting: **September 21, 2016**

- A. Preliminary _____
Study Session: _____
- B. Hearing: _____
- C. Consent Agenda _____ Agreement Category:
____ Academic
____ Enrichment
____ Special Education
____ Support Services
____ Personnel
____ Legal
____ Facilities
- D. Action Items _____
- E. Report/Discussion Items (no action) _____
- F. Board Policies 1st Reading X 2nd Reading _____

INDUSTRIAL ACCIDENT/ILLNESS LEAVE – AR 4161.11, 4261.11, and 4361.11: New (Vaca)

The regulations have been added to reflect new laws, as recommended by the California School Boards Association.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees review the attached regulations for first reading and eventual approval at the October 5, 2016 board meeting.

ADDITIONAL MATERIAL(S):

AR 4161.11, 4261.11, and 4361.11 Industrial Accident/Illness Leave (three pages)

All Personnel

AR 4161.11(a)
4261.11
4361.11

INDUSTRIAL ACCIDENT/ILLNESS LEAVE

An eligible employee shall be entitled to a leave of absence for an industrial accident or illness arising in the course of his/her assigned duties. (Education Code 44984, 45192)

*(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)
(cf. 4157/4257/4357 - Employee Safety)
(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)
(cf. 4157.2/4257.2/4357.2 - Ergonomics)
(cf. 4161/4261/4361 - Leaves)*

For such leave, the employee shall be granted no more than 60 working days in any one fiscal year for the same industrial accident or illness.

To be eligible for industrial accident or illness leave, a classified employee shall have served in the district continuously for at least three years.

Allowable industrial accident or illness leave shall not be accumulated from year to year. (Education Code 44984, 45192)

When an employee is absent from his/her duties because of an industrial accident or illness: (Education Code 44043, 44044, 44984, 45192)

1. *The leave shall start on the first day of absence.*
2. *During the period of absence, the employee shall be paid such portion of his/her wage or salary that, when added to the award granted under state workers' compensation laws, will not exceed his/her normal wage or salary.*
3. *The leave shall be reduced by one day for each day of authorized absence, regardless of an award granted under workers' compensation laws.*
4. *When the leave overlaps into the next fiscal year, the employee is entitled to only the amount of unused leave due the employee for the same illness or injury.*

During any paid leave of absence, the employee shall retain any workers' compensation check received on account of an industrial accident or illness. The employee shall notify the Superintendent or designee that he/she has received such check. The Superintendent or designee shall then issue payment of the employee's normal wage or salary less an amount equivalent to the face amount of the workers' compensation check and other appropriate deductions, including, but not limited to, employee retirement contributions. Employee benefits shall be computed on the basis of the employee's regular wage or salary prior to the deduction of any amounts for temporary disability payments. (Education Code 44044)

Absence for industrial accident or illness shall not be considered a break in service of the employee. An employee using such leave shall retain all status and benefits to which he/she would otherwise be entitled.

INDUSTRIAL ACCIDENT/ILLNESS LEAVE (continued)

(cf. 4116 - Probationary/Permanent Status)
(cf. 4154/4254/4354 - Health and Welfare Benefits)
(cf. 4216 - Probationary/Permanent Status)

When available industrial accident or illness leave has been exhausted, the employee shall be so notified in writing and shall be offered an opportunity to request any additional paid or unpaid leave available to the employee. (Education Code 45192)

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

Upon expiration of allowable leave for an industrial accident or illness, the employee may use personal illness and injury leave provided pursuant to Education Code 44977, 44978, 44983, or 45191, as applicable, provided that such leave, when added to any continuing workers' compensation award, does not result in a payment to the employee of more than his/her full wage or salary. (Education Code 44984, 45192)

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)
(cf. 4261.1 - Personal Illness/Injury Leave)

If a certificated employee is unable to resume the duties of his/her position after exhausting all accumulated sick leave, including the consecutive five-month period provided by Education Code 44977, he/she shall, if not placed in another position, be placed on a reemployment list for a period of 24 months if he/she is a probationary employee or 39 months if he/she is a permanent employee. If the employee becomes medically able to resume duties during the period of reemployment eligibility, he/she shall be returned to employment in a position for which he/she is credentialed and qualified. (Education Code 44978.1)

If a classified employee has exhausted all available leaves of absence, paid or unpaid, and is not medically able to resume the duties of his/her position, he/she shall, if not placed in another position, be placed on a reemployment list for a period of 39 months. If he/she becomes medically able to resume duties during the period of reemployment eligibility, he/she shall be employed in a vacant position in the class of his/her previous assignment over all other candidates except those on a reemployment list established because of lack of work or lack of funds, in which case the employee shall be listed in accordance with seniority regulations. If the employee is medically released to return to duty but fails to accept an appropriate assignment, he/she shall be dismissed. (Education Code 45192)

(cf. 4217.3 - Layoff/Rehire)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

AR 4161.11(c)
4261.11
4361.11

INDUSTRIAL ACCIDENT/ILLNESS LEAVE (continued)

Legal Reference:

EDUCATION CODE

44043 Temporary disability

44044 Temporary disability checks; waiver of endorsement to district

44977 Salary deductions during absence from duties

44978 Provisions for certificated employee sick leave

44978.1 Inability of certificated employee to return to duty; placement in another position or on reemployment list

44983 Exception to sick leave

44984 Industrial accident and illness leave, certificated employees

45191 Personal illness and injury leave, classified employees

45192 Industrial accident and illness leave, classified employees

LABOR CODE

3200-6002 Workers' compensation

Management Resources:

WEB SITES

Department of Industrial Relations: <http://www.dir.ca.gov>

Policy
adopted: October 5, 2016

OXNARD SCHOOL DISTRICT
Oxnard, California

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca**

Date of Meeting: **September 21, 2016**

- A. Preliminary _____
Study Session: _____
- B. Hearing: _____
- C. Consent Agenda _____ Agreement Category:
____ Academic
____ Enrichment
____ Special Education
____ Support Services
____ Personnel
____ Legal
____ Facilities
- D. Action Items _____
- E. Report/Discussion Items (no action) _____
- F. Board Policies 1st Reading X 2nd Reading _____

PERSONAL ILLNESS/INJURY LEAVE – AR 4261.1: New (Vaca)

The regulation has been added to reflect new laws, as recommended by the California School Boards Association.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees review the attached regulation for first reading and eventual approval at the October 5, 2016 board meeting.

ADDITIONAL MATERIAL(S):

AR 4261.1 Personal Illness/Injury Leave (six pages)

PERSONAL ILLNESS/INJURY LEAVE

Classified employees employed five days a week are entitled to 12 days leave of absence with full pay per fiscal year for personal illness or injury (sick leave). Employees who work less than a full fiscal year or fewer than five days a week (part-time employees) shall be granted sick leave in proportion to the time they work. However, any part-time employee whose work hours are so few as to entitle him/her to less than 24 hours of paid sick leave per fiscal year shall be granted sick leave pursuant to Labor Code 246, if he/she is eligible. (Education Code 45191; Labor Code 245-249)

(cf. 4161/4261/4361 - Leaves)

Use of Sick Leave

A classified employee may use sick leave for absences due to:

1. *Accident or illness, whether or not the absence arises out of or in the course of employment, or by quarantine which results from contact with other persons having a contagious disease during the employee's performance of his/her duties (Education Code 45199)*

2. *Pregnancy, childbirth, and recovery (Education Code 45193)*

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

3. *Personal necessity as specified in Education Code 45207*

(cf. 4161.2/4261.2/4361.2 - Personal Leaves)

4. *Medical or dental appointments, in increments of not less than one hour*

5. *Industrial accident or illness when leave granted specifically for that purpose has been exhausted (Education Code 45192)*

(cf. 4261.11 - Industrial Accident/Illness Leave)

6. *Illness of the employee's child, parent, spouse, domestic partner, or domestic partner's child for up to the amount of leave that would be accrued during six months for personal illness or injury (Labor Code 233)*

7. *Need of the employee or his/her family member, as defined in Labor Code 245.5, for diagnosis, care, or treatment of an existing health condition or for preventive care (Labor Code 246.5)*

PERSONAL ILLNESS/INJURY LEAVE (continued)

8. *Need of the employee to obtain or seek any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee, or his/her child, when the employee has been a victim of domestic violence, sexual assault, or stalking (Labor Code 246.5)*

An employee may take leave for personal illness or injury at any time during the year, even if credit for such leave has not yet been accrued. However, a new full-time classified employee shall not be entitled to more than six days of sick leave until he/she has completed six months of active service with the district. (Education Code 45191)

Unused days of sick leave shall be accumulated from year to year without limitation. (Education Code 45191)

An employee shall reimburse the district for any unearned sick leave used as of the date of his/her termination.

The district shall not require newly employed classified employees to waive leave accumulated in a previous district. However, if the employee's previous employment was terminated for cause, the transfer of the accumulated leave shall be made only if approved by the Governing Board. (Education Code 45202)

The Superintendent or designee shall notify any classified employee whose employment with the district is terminated after at least one calendar year for reasons other than for cause that, if he/she accepts employment in another district, county office of education, or community college district within one year of the termination of employment, he/she shall be entitled to request that the district transfer his/her accumulated sick leave to his/her new employer. (Education Code 45202)

Notification of Absence

An employee shall notify the Superintendent or the designated manager or supervisor of his/her need to be absent as soon as such need is known so that the services of a substitute may be secured as necessary. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the employee shall so notify the district. If the duration of absence becomes shorter than estimated, the employee shall notify the district not later than three o'clock in the afternoon of the day preceding the day on which he/she intends to return to work. If the employee fails to notify the district and the failure results in a substitute being secured, the cost of the substitute shall be deducted from the employee's pay.

PERSONAL ILLNESS/INJURY LEAVE (continued)

Continued Absence After Available Sick Leave Is Exhausted/Differential Pay

Each year, each regular classified employee shall be credited with no fewer than 100 working days of paid leave for personal illness or injury, including current year and accumulated days of leave. When the current year and accumulated days at full pay are exhausted, the remainder of the 100 days shall be compensated at 50 percent of the employee's regular salary. Any of the 100 days of leave not used during the year in which they are credited shall be forfeited and shall not accumulate from year to year. This paid leave shall be exclusive of any other paid leave, holidays, vacation, or compensatory time to which the employee may be entitled. (Education Code 45196)

Extension of Leave

A permanent employee who is absent because of a personal illness or injury and who has exhausted all available sick leave, vacation, compensatory overtime, and any other paid leave shall be so notified, in writing, and offered an opportunity to request additional leave. The Board may grant the employee additional leave, paid or unpaid, for a period not to exceed six months and may renew this leave for two additional six-month periods or for lesser periods. The total additional leave granted shall not exceed 18 months. (Education Code 45195)

(cf. 4216 - Probationary/Permanent Status)

If the employee is still unable to resume his/her duties after all available paid and unpaid leaves have been exhausted, the employee shall be placed on a reemployment list for a period of 39 months. If during this time the employee becomes able to resume the duties of his/her position, he/she shall be offered reemployment in the first vacancy in the classification of his/her previous assignment. During the 39 months, the employee's reemployment shall take preference over all other applicants except those laid off for lack of work or lack of funds, in which case the employee shall be ranked according to his/her seniority. (Education Code 45195)

Verification Requirements

After any absence due to illness or injury, the employee shall submit a completed and signed district absence form to his/her immediate supervisor.

The Superintendent or designee may, at any time, require additional written verification by the employee's physician or medical practitioner. Such verification shall be required whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever available evidence clearly indicates that an absence is not related to illness or injury.

PERSONAL ILLNESS/INJURY LEAVE (continued)

In addition, the Superintendent or designee may require an employee to visit a physician selected by the district, at district expense, in order to receive a report on the medical condition of the employee. The report shall include a statement as to the employee's need for additional leave of absence and a prognosis as to when the employee will be able to return to work. If the report concludes that the employee's condition does not warrant continued absence, the Superintendent or designee may, after giving notice to the employee, deny the request for additional leave.

Any district request for additional verification by an employee's physician or a district-selected physician shall be in writing and shall specify that the report to be submitted to the district should not contain the employee's genetic information.

Any genetic information received by the district on behalf of an employee shall be treated as a confidential medical record, maintained in a file separate from the employee's personnel file, and shall not be disclosed except in accordance with 29 CFR 1635.9.

Before returning to work, an employee who has been absent for surgery, hospitalization, or extended medical treatment may be asked to submit a letter from his/her physician stating that he/she is able to return to work and stipulating any recommended restrictions or limitations.

(cf. 4032 - Reasonable Accommodation)

(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)

Short-Term and Substitute Employees

Except for a retired annuitant who is not reinstated to the retirement system, any short-term or substitute employee who works for 30 or more days within a year of his/her employment shall be entitled to one hour of paid sick leave for every 30 hours worked. Accrued paid sick days shall carry over to the following year of employment, up to a maximum of 48 hours. (Labor Code 246)

Any short-term or substitute employee may begin to use accrued paid sick days on the 90th day of his/her employment, after which he/she may use the sick days as they are accrued. (Labor Code 246)

A short-term or substitute employee may use accrued sick leave for absences due to: (Labor Code 246.5)

- 1. His/her own need or the need of a family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care*

PERSONAL ILLNESS/INJURY LEAVE (continued)

2. *Need of the employee to obtain or seek any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee, or his/her child, when the employee has been a victim of domestic violence, sexual assault, or stalking*

Healthy Workplaces, Healthy Families Act Requirements

No employee, including a short-term or substitute employee, shall be denied the right to use accrued sick days and the district shall not in any manner discriminate or retaliate against an employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249.

To ensure the district's compliance with Labor Code 245-249, the Superintendent or designee shall:

1. *At a conspicuous location in each workplace, display a poster on paid sick leave that includes the following information:*
 - a. *That an employee is entitled to accrue, request, and use paid sick days*
 - b. *The amount of sick days provided by Labor Code 245-249*
 - c. *The terms of use of paid sick days*
 - d. *That discrimination or retaliation against an employee for requesting or using sick leave is prohibited by law and an employee has the right to file a complaint with the Labor Commissioner if the district discriminates or retaliates against him/her*
2. *Provide at least 24 hours or three days of paid sick leave to each eligible employee to use per year and allow eligible employees to use accrued sick leave upon reasonable request*
3. *Provide eligible employees written notice, on their pay stub or other document issued with their pay check, of the amount of paid sick leave they have available*

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

4. *Keep a record documenting the hours worked and paid sick days accrued and used by each eligible employee for three years*

PERSONAL ILLNESS/INJURY LEAVE (continued)

Legal Reference:

EDUCATION CODE

45103 Substitute employees

45190 Leaves of absence and vacations

45191 Leaves of absence for illness and injury

45193 Leave of absence for pregnancy (re use of sick leave under certain circumstances)

45195 Additional leave for nonindustrial accident or illness; reemployment preference

45196 Salary; deductions during sick leave

45202 Transfer of accumulated sick leave and other benefits

LABOR CODE

230 Jury duty; legal actions by domestic violence, sexual assault and stalking victims, right to time off

230.1 Employers with 25 or more employees; domestic violence, sexual assault and stalking victims, right to time off

233 Illness of child, parent, spouse or domestic partner

245-249 Healthy Workplaces, Healthy Families Act of 2014

COURT DECISIONS

California School Employees Association v. Colton Joint Unified School District, (2009) 170 Cal.App.4th 957

California School Employees Association v. Tustin Unified School District, (2007) 148 Cal.App.4th 510

ATTORNEY GENERAL OPINIONS

53 Ops.Cal.Atty.Gen. 111 (1970)

Regulation

approved: October 5, 2016

OXNARD SCHOOL DISTRICT

Oxnard, California



OXNARD SCHOOL DISTRICT

1051 South “A” Street • Oxnard, California 93030 • 805/385-1501

SCHEDULE OF BOARD MEETINGS JANUARY – DECEMBER 2016

(UNLESS OTHERWISE INDICATED, ALL MEETINGS ARE HELD ON THE FIRST AND THIRD **WEDNESDAY** OF EACH MONTH IN THE BOARD ROOM AT THE DISTRICT OFFICE, 1051 SOUTH ‘A’ STREET, STARTING AT 7:00 PM)

January	20	Regular Board Meeting (Note: only ONE meeting in January)
February	3	Regular Board Meeting
	17	Regular Board Meeting
March	2	Regular Board Meeting
	16	Regular Board Meeting
April	20	Regular Board Meeting (Note: only ONE meeting in April)
May	4	Regular Board Meeting
	18	Regular Board Meeting
June	1	Regular Board Meeting
	22	Regular Board Meeting
July		District Dark – No meeting in July
August	3	Regular Board Meeting
	24	Regular Board Meeting
September	7	Regular Board Meeting
	21	Regular Board Meeting
October	5	Regular Board Meeting
	19	Regular Board Meeting
November	2	Regular Board Meeting (Note: only ONE meeting in November)
December	7	Regular Board Meeting – Organizational Meeting of the Board (Note: only ONE meeting in December)

The meeting schedule shown above is subject to change at any time.

NOTE: Changes are indicated in italics/bold.

Board Approved: 12-09-15

Mission: “Ensure a culturally diverse education for each student in a safe, healthy and supportive environment that prepares students for college and career opportunities.”