

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

Veronica Robles-Solis, President
Monica Madrigal Lopez, Clerk
Rose Gonzales, Member
MaryAnn Rodriguez, Member

ADMINISTRATION

Anabolena DeGenna, Ed.D.
Superintendent
Valerie Mitchell, MPPA
Assistant Superintendent,
Business & Fiscal Services
Natalia Torres, Ed.D.
Assistant Superintendent,
Human Resources
Aracely Fox, Ed.D.
Assistant Superintendent,
Educational Services

AGENDA REGULAR BOARD MEETING Wednesday, March 6, 2024

5:00 PM - Open Meeting
7:00 PM - Return to 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 Associate Superintendent of Educational Services. The speaker should indicate on the card whether they wish to speak during Public Comment or when a specific agenda item is considered.

Watch the meeting live: osdtv.oxnardsd.org

Broadcasted by Charter Spectrum, Channel 20 &
Frontier Communications, Channel 37

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

March 6, 2024

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.

ROLL CALL VOTE:

Rodriguez___ , Gonzales ___ , Madrigal Lopez___, Robles-Solis ___

A.2. Pledge of Allegiance to the Flag

Tyler Higa, Principal, Frank School, will introduce Jitzel Carranza, 7th grade student at Frank, who will lead the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

The District's Mission and Vision Statement will be read in English by Abraham Rojano, 8th grade student at Frank School, and in Spanish by Maria Barron, 6th grade student at Frank School.

A.4. Presentation by Frank School

Tyler Higa, Principal, Frank School, will provide a short presentation to the Board regarding Frank. Tokens of appreciation will be presented to the students that participated in the Board Meeting.

A.5. Adoption of Agenda (Superintendent)

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Rodriguez___ , Gonzales ___ , Madrigal Lopez___, Robles-Solis ___

A.6. 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 Educational 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.7. Closed Session

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

- Oxnard School District et al. Central District No. CV-04304-JAK-FFM
- Case #2023-CUOE015904
- OAH Case #2023120699

- Anticipated Litigation:

- Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of

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

Section 54956.9: 2 cases

- Litigation pursuant to Paragraph (4) of Subdivision (d) of Government Code § 54956.9 : Consideration of One (1) Potential Case—Social Media Adolescent Addiction/Personal Products Liability Litigation (Social Media Litigation)

2. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:

Conference with Labor Negotiator:

Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP

Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential

3. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:

- Public Employee(s) Discipline/Dismissal/Release

A.8. Reconvene to Open Session (7:00 PM)

A.9. 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.10. Update on Early Retirement Incentive (DeGenna)

The Superintendent will provide an update on the Early Retirement Incentive.

Section B: PUBLIC COMMENT/HEARINGS

B.1. Public Comment (3 minutes per speaker) / Comentarios del Público (3 minutos por cada ponente)

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. If you would like to donate your (3) minutes of public speaking time, you must be present during public comments.

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. Si gusta donar sus tres (3) minutos de comentario, debe estar presente durante la presentación de comentarios.

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.)

Board Discussion:

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

Moved:
Seconded:
Vote:

ROLL CALL VOTE:

Rodriguez ____, Gonzales ____, Madrigal Lopez ____, Robles-Solis ____

It is recommended that the Board approve the following consent agenda items:

C.1. Approval of Revised Change Order #003 (Extension of Security Services) to Construction Services Agreement #17-158 between the Oxnard School District and Balfour Beatty Construction LLC for the Rose Avenue Elementary School Reconstruction Project (Mitchell/Miller/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees approve revised Change Order #003 for additional security services relating to the Rose Avenue Reconstruction Project, in the amount of \$50,601.00, to be paid out of Master Construct & Implementation Funds.

C.2. Establishment, Increase of Hours and Abolishment of Positions (Torres/Fuentes)

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Classified Human Resources that the Board of Trustees approve the establishment, increase of hours and abolishment of positions as presented.

C.3. Personnel Actions (Torres/Fuentes)

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Classified Human Resources that the Board of Trustees approve the Personnel Actions, as presented.

Section C: APPROVAL OF AGREEMENTS

It is recommended that the Board approve the following agreements:

C.4. Award of Formal Bid #23-03 and Approval of Agreement #23-229 for Roofing Project – Sierra Linda (Mitchell/Miller)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees award Bid #23-03, Roofing Project – Sierra Linda, and enter into Agreement #23-229 with Eberhard, A Tecta America Company LLC, in the amount of \$1,489,000.00, to be paid out of Deferred Maintenance Funds.

C.5. Approval of Agreement #23-256 – Sterling Venue Ventures, LLC (Fox/Ruvalcaba)

It is the recommendation of the Assistant Superintendent of Educational Services, and Manager of Equity Family Community Engagement, that the Board of Trustees approve Agreement #23-256 with Sterling Venue Ventures, LLC, for use of the Oxnard Room at the Oxnard PAC for the Eighth Annual Cesar Chavez – Honoring Our Latino Heroes Student Writing and Art Competition on April 16, 2024, in the amount not to exceed \$1,500.00, to be paid out of Title III Funds.

C.6. Approval of Agreement #23-257 – Foundation for California Community Colleges/California ASAPconnect (Fox/Shea)

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

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-257 with Foundation for California Community Colleges/California ASAPconnect, to provide professional development for Expanded Learning Opportunity Program coordinators that is focused on capacity building of staff strengths and leadership and assisting in updating program plans to include ASES and ELOP requirements, March 7, 2024 through June 30, 2025, in the amount not to Exceed \$65,198.00, to be paid out of Expanded Learning Opportunity Program Funds.

C.7. Approval of Agreement #23-259 – Island Packers (Fox/Higa)

It is the recommendation of the Principal at Frank Academy, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-259 with Island Packers, to provide Frank Academy's Marine Science 7th and 8th grade students an educational experience that connects with their Marine Science Curriculum, March 12, 2024, in the amount not to exceed \$4,000.00, to be paid out of Title 1 Funds.

C.8. Approval of Agreement #23-262 – StuntMasters Action Sports (Fox/Higa)

It is the recommendation of the Principal, Frank Academy, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-262 with StuntMasters Action Sports, to provide one BMX Assembly of 45 minutes on Friday, March 15, 2024, for students at Frank Academy, in the amount of \$1,275.00, to be paid out of Title I Funds.

C.9. Approval of Agreement #23-263 – Island Packers (Fox/Mares)

It is the recommendation of the Principal, Sierra Linda School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-263 with Island Packers, to provide Sierra Linda School 5th grade students with an educational experience to Santa Cruz Island March 19, 2024, and April 12, 2024, for a total fiscal impact of \$6,533.00 to be paid as follows: \$5,217.00 by National Park Service Grant, \$1,175.00 by Teaching Terra Marine Research & Education Grant, and \$141.00 out of Supplemental Concentration Funds.

Section C: RATIFICATION OF AGREEMENTS

It is recommended that the Board ratify the following agreements:

C.10. Ratification of Amendment #002 to Agreement #21-140 with KENCO Construction Services, Inc. to provide additional Inspector of Record (IOR) Services for the Rose Avenue School Reconstruction Project (Mitchell/Miller/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Amendment #002 to Agreement #21-140, for additional Inspector of Record Services for the Rose Avenue Elementary School Reconstruction Project, in the amount of \$73,920.00, to be paid from Master Construct and Implementation Funds allocated from the project budget as approved by the Board in the June 2023 Six-month update.

Section D: ACTION ITEMS

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

D.1. Ratification of Assistant Superintendent, Educational Services, Employment Agreement (DeGenna)

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

It is the recommendation of the Board President that the Board of Trustees ratify the employment agreement for Dr. Aracely Fox, Assistant Superintendent, Educational Services, March 1, 2024 - June 30, 2027, in the amount of \$203,500.00 per year.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

Rodriguez ____, Gonzales ____, Madrigal Lopez ____, Robles-Solis ____

D.2. Approval of New Classification, Job Functions, and Salary Range for Director of Communication & Public Engagement (DeGenna)

It is the recommendation of the Superintendent that the Board of Trustees approve the new classification and job functions as well as recommended salary range for the Director of Communication & Public Engagement, at an annual salary range of \$116,513.00 to \$138,425.00 on the Classified Management salary schedule, to be paid 50/50 from General Fund and Expanded Learning Opportunity Grant Funds.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

Rodriguez ____, Gonzales ____, Madrigal Lopez ____, Robles-Solis ____

D.3. Approval of Oxnard School District 2023-24 Second Interim Financial Report (Period Ending January 31, 2024) (Mitchell/Núñez)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services and the Director of Fiscal Services that the Board approve the Oxnard School District 2023-24 Second Interim Report (Period Ending January 31, 2024), as presented.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

Rodriguez ____, Gonzales ____, Madrigal Lopez ____, Robles-Solis ____

Section E: APPROVAL OF MINUTES

E.1. Approval of Minutes (DeGenna)

It is the recommendation of the Superintendent that the Board of Trustees approve the minutes of Board meetings, as presented:

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

- February 21, 2024 Regular Meeting

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Rodriguez __ , Gonzales __ , Madrigal Lopez __ , Robles-Solis __

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 - New BP5141.5 Mental Health (Fox/Nocero)

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director of Pupil Services that the Board of Trustees receive the new BP 5141.5 Mental Health for First Reading, as presented. The new policy will be presented for Second Reading and Adoption at the March 20, 2024 Board meeting.

F.2. First Reading - BP/AR 5141.6 School Health Services (Fox/Nocero)

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director of Pupil Services that the Board of Trustees receive the revisions to BP/AR 5141.6 School Health Services for First Reading. The revised policies will be presented for second reading and adoption at the March 20, 2024 Board Meeting.

F.3. First Reading to BP5145.6 and Exhibit 5145.6-E PDF (1) Parent/Guardian Notification (Fox/Nocero)

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director of Pupil Services that the Board of Trustees receive the revisions to BP5145.6 and Exhibit 5145.6-E PDF (1) Parent/Guardian Notification for First Reading. The revised policies will be presented for second reading and adoption at the March 20, 2024 Board Meeting.

Section G: CONCLUSION

G.1. Superintendent's Report (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.

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.

G.3. ADJOURNMENT

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

Rodriguez____ , Gonzales ____ , Madrigal Lopez____, Robles-Solis ____

Anabolena DeGenna, Ed. D.

District Superintendent and Secretary to the Board of Trustees

This notice is posted in conformance with the provisions of Chapter 9 of the Government Code, in the front of the Educational Services Center; 1051 South A Street , Oxnard, California by 5:00 p.m. on Friday, March 1, 2024.

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

March 6, 2024

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 06, 2024

Agenda Section: Section A: Preliminary

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 Educational 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.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 06, 2024

Agenda Section: Section A: Preliminary

Closed Session

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

- Oxnard School District et al. Central District No. CV-04304-JAK-FFM
- Case #2023-CUOE015904
- OAH Case #2023120699

- Anticipated Litigation:

- Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 cases
- Litigation pursuant to Paragraph (4) of Subdivision (d) of Government Code § 54956.9 :
Consideration of One (1) Potential Case—Social Media Adolescent Addiction/Personal Products Liability Litigation (Social Media Litigation)

2. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:

Conference with Labor Negotiator:

Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP

Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential

3. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:

- Public Employee(s) Discipline/Dismissal/Release

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 06, 2024

Agenda Section: Section A: Preliminary

Reconvene to Open Session (7:00 PM)

Reconvene to Open Session (7:00 PM)

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 06, 2024

Agenda Section: Section A: Preliminary

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.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 06, 2024

Agenda Section: Section A: Preliminary

Update on Early Retirement Incentive (DeGenna)

The District has received preliminary information about current employees who expressed interest in the early retirement incentive. This report will provide an update on the potential impact of the early retirement incentive on the District.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Information only.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 06, 2024

Agenda Section: Section B: Hearing

Public Comment (3 minutes per speaker)/Comentarios del Público (3 minutos por cada ponente)

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. If you would like to donate your (3) minutes of public speaking time, you must be present during public comments.

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. Si gusta donar sus tres (3) minutos de comentario, debe estar presente durante la presentación de comentarios.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: March 06, 2024

Agenda Section: Section C: Facilities Agreement

Approval of Revised Change Order #003 (Extension of Security Services) to Construction Services Agreement #17-158 between the Oxnard School District and Balfour Beatty Construction LLC for the Rose Avenue Elementary School Reconstruction Project (Mitchell/Miller/CFW)

The approved “GMP” for the Project is Forty-One Million Six Hundred Seventy-Eight Thousand Three Hundred Ninety-Three Dollars and No Cents (\$41,678,393.00). The GMP consists of (1) a Contractor Contingency in the amount of One Million Six Hundred Ninety-Five Thousand Forty-Two Dollars and No Cents (\$1,695,042.00), and, (2) Sublease Payments in the amount of \$173,660.00 per month for 12 months for a total lease value of Two Million Eighty Three Thousand Nine Hundred Twenty Dollars and No Cents (\$2,083,920.00) pursuant to terms and payment schedule as amended and set forth in the Sublease.

Due to the continued impact of the delay in off-site improvement connection by the City, the District requested an extension of the Balfour Beatty supplied security services to monitor the construction site during non-work periods.

After review by CFW and conversations with Balfour Beatty, an extension of site security services in the amount of \$50,601.00 is being proposed.

This Change Order, previously approved on February 7, 2024, included the incorrect “Time Extension” as 40 days. This corrected Change Order now shows the “Time Extension” as 97 days.

FISCAL IMPACT:

\$50,601.00 – Master Construct & Implementation Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees approve revised Change Order #003 for additional security services relating to the Rose Avenue Reconstruction Project.

ADDITIONAL MATERIALS:

Attached: [Change Order No. 003 \(2 Pages\)](#)

[COR #006 \(6 Pages\)](#)

[Construction Services Agreement #17-158, Balfour Beatty Construction LLC \(22 Pages\)](#)



CHANGE ORDER

Date: 03/06/2024

CHANGE ORDER NO. 003

PROJECT: Rose Ave. ES K-5 Reconstruction
O.S.D. BID No. N/A
O.S.D. Agreement No. 17-158

OWNER: Oxnard School District
1051 South A Street
Oxnard, CA. 93030

ARCHITECT: IBI/Arcadis
537 South Broadway
Los Angeles CA 90015

CONTRACTOR: Balfour Beatty Construction LLC
13520 Evening Creek Dr. North #270
San Diego CA 92128

Architects Proj. No.: 109990
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-119284

Attn: Dennis Kuykendall

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.....\$ 41,678,393.00

NET CHANGE - ALL PREVIOUS CHANGE ORDERS.....\$ 946,094.44

ADJUSTED CONTRACT SUM.....\$ 42,624,487.44

NET CHANGE – Change Order #003.....\$ 50,601.00

Total Change Orders to Date:\$ 996,695.44

ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.....\$ 42,675,088.44

Commencement Date:November 1, 2021

Original Completion Date:October 5, 2023

Original Contract Time:705 Calendar Days

Time Extension for all Previous Change Orders:40 Days

Time Extension for this Change Order:57 Days

Adjusted Completion Date:January 12, 2024

Percentage (0.001%)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	Extension of Security Services		\$50,601.00		
2.					
3.					
4.					
5.					
6.					
	Totals		\$50,601.00		

Total Change Order No. 003..... \$ 50.601.00

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPT. BUSINESS SERVICES OR PURCHASING DIRECTOR*

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: _____

DATE: _____

FACILITIES DIRECTOR: _____

DATE: _____

APPROVAL (REQUIRED):

BOARD APPROVAL

DATE: _____

ASST. SUPT./PURCHASING DIRECTOR: _____

DATE: _____

DSA APPROVAL

DATE: _____

Change
Order
Request (COR)

Owner Oxnard School District
 Architect IBI Group
 Contractor Balfour Beatty
 PM CFW, Inc.

CHANGE ORDER REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
 200 East Driskill St.
 Oxnard, CA 93030

Change Order Request #: 006
Date: 11-21-2023

TO: Oxnard School District
 1051 South A. Street
 Oxnard, CA 93030

The Contract is changed as follows:

Ref. Cost Event #277/Change Order Request #06 - Security Guard Services Extension Extend security services for (6) months from January 18, 2024 to July 18, 2024. (6) Months Total Costs: 6 x \$8,350 = \$50,100	\$50,601.00
--	-------------

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR Balfour Beatty	ARCHITECT IBI Group	PROGRAM MANAGER CFW Group, Inc.
By: <u>Rafael Flamilla</u>	By : _____	By: _____
Date: <u>11/21/23</u>	Date: _____	Date: _____

OWNER - Oxnard School District By : _____ Date: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	11-21-2023
Permit Number:	DSA# 03-119284	Change Event No.:	277
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Ref. Cost Event #277/**Change Order Request #06** - Security Guard Services Extension

Extend security services for (6) months from January 18, 2024 to July 18, 2024.

(6) Months Total Costs: 6 x \$8,350 = **\$50,100**

A. Subtier Contractor's Cost (includes Subtier Contractor Overhead & Profit 10%)			
	\$	-	
	\$	-	
	\$	-	
		Subtotal A:	\$ -
B. Subcontractor's Cost (includes Subcontractor Overhead & Profit NTE 15%)			
ECAMSECURE	\$	50,100.00	
		Subtotal B:	\$ 50,100.00
C. General Contractor's Cost			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		Subtotal C:	\$ -
D. General Contractor's Overhead and Profit* * N/A for Contingency Draw Requests			
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	\$	-	
Overhead & Profit 10% of Subtotal C	\$	-	
		Subtotal D:	\$ -
E. Bond at 1%	\$	501.00	1.00%
		Subtotal E:	\$ 501.00
Grand Total = (A + B + C + D + E)		\$	50,601.00

The request could potentially Increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty

 Print Name & Title (General Contractor)



 Signature 2023-11-21
 Date

Carbajal, Filbert

From: Kwit, Terry <tkwit@ecamsecure.com>
Sent: Tuesday, November 21, 2023 11:49
To: Alamillo, Rafael; Kwit, Terry
Cc: Carbajal, Filbert; 15650000 Rose K5 Reconstruction; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com
Subject: Rose Ave elementary school solar panel - Proposal
Attachments: Rose Change Order .pdf

Rafael

Enclosed is your change order for 6 more months after the original 6 months ends January 18, 2024.

Terry Kwit

M : 310 350 7745
tkwit@ecamsecure.com

ECAMSECURE.COM

From: Kwit, Terry <tkwit@ecamsecure.com>
Sent: Tuesday, November 21, 2023 8:37 AM
To: Alamillo, Rafael <RAlamillo@Balfourbeattyus.com>; Kwit, Terry <tkwit@ecamsecure.com>
Cc: Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>; 15650000 Rose K5 Reconstruction <15650000RoseK5Recon@Balfourbeattyus.com>; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com
Subject: RE: Rose Ave elementary school solar panel - Proposal

Rafael

We started on July 18

6 months

End of January 18

Terry Kwit

M : 310 350 7745
tkwit@ecamsecure.com

ECAMSECURE.COM

From: Alamillo, Rafael <RAlamillo@Balfourbeattyus.com>
Sent: Tuesday, November 21, 2023 8:35 AM
To: Kwit, Terry <tkwit@ecamsecure.com>
Cc: Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>; 15650000 Rose K5 Reconstruction <15650000RoseK5Recon@Balfourbeattyus.com>; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com
Subject: Rose Ave elementary school solar panel - Proposal



External email: Use caution!

Terry,

Can you tell which date ends the six month? And also can send me another proposal for monitoring for another 6 months, I want to put in front of the owner if they want to continue. As of now please do not monitor past the 6 months that were approved.

Thanks,

Rafael Alamillo

Senior Project Manager | Balfour Beatty

O: 805.9831558 | C: 805.2087462

E: ralamillo@balfourbeattyus.com | www.balfourbeattyus.com

Balfour Beatty

PROUD TO BE RECOGNIZED AS A
BEST PLACE TO WORK



JOBSITE INFORMATION:	BILLING INFORMATION:	ACCOUNT EXECUTIVE INFORMATION:
Rose Avenue Elementary School 220 S Driskill Street Oxnard, CA 93030 Jobsite:(805) 208-7462 Fax:	Balfour Beatty 300 E. Esplanade Drive Suite 1120 Oxnard, CA 93036 Phone:	Terry Kwit, Account Executive tkwit@cpssecurity.com Phone:(310) 350-7745

January 18, 2024 to July 18, 2024 6 months term Cost will be: \$50,100

CONTRACT TERM: 6 months

Rose Avenue Elementary School-ECam-Lease-QT-00037663

QTY	DESCRIPTION OF SERVICE/EQUIPMENT	UOM	UNIT PRICE	TOTAL PRICE
5	MSU Mini - Portable Surveillance Unit Ultra-portable two HD camera unit. Comes complete with Strobe lights, Audible Alarms - ready to mount almost anywhere.	Monthly	\$600.00	\$3,000.00
5	Wireless AirCard	Monthly	\$150.00	\$750.00
5	Monitoring - 2 Camera Units (Standard Hours) Monitoring Hours up to 96hpw Example Schedule: 7:00pm-7:00am Mon-Sat/24hrs Sun	Monthly	\$250.00	\$1,250.00
5	Damage Waiver	Monthly	\$50.00	\$250.00
1	Maintenance Agreement - Premium Package	Monthly	\$250.00	\$250.00
1	Monthly Sales Tax(Estimated) 9.25% Estimated Monthly Sales Tax	Monthly	\$350.00	\$350.00
5	Installation Fee - (Mobile Surveillance Unit) Transportation, set-up and removal of unit, including training for up to 5 employees	Onetime	\$800.00	\$4,000.00
5	Solar Power Pack - Upgraded Solar Power Pack for MSU Mini for areas with minimal sunlight or for 4 camera Mini	Monthly	\$500.00	\$2,500.00
1	Boom Lift/Equipment Boom Lift Rental, if needed and Parts/Equipment Purchase	Onetime	\$500.00	\$500.00
5	Equipment Purchase 10' Base Stand for Mini and Solar Panel	Onetime	\$500.00	\$2,500.00

Prices do not include sales tax.

Estimated Monthly Fee	\$8,350.00
One-time Fee	\$7,000.00
Estimated First Month Fee	\$15,350.00

Change Orders become part of the existing Service Agreement (Contract Number: 00011591) applicable to the job site and are subject to the terms and conditions of that Service Agreement including, early termination fees (if applicable), overtime charges and requirements for stopping service.

A signed Change Order is required in order for the Company to implement Client requests.

[[SertifiSStamp_1]]

Client Acceptance/Signature/Date

Rafael Alamillo

Name & Title

Balfour Beatty

300 E. Esplanade Drive Suite 1120

Oxnard, CA 93036

Client Name & Billing Address

Rose Avenue Elementary School

Jobsite Name

220 S Driskill Street

Oxnard, CA 93030

Jobsite Address

(805) 208-7462

Client Phone

Client Fax

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 20th day of September, 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") Balfour Beatty Construction, LLC which is a contractor licensed by the State of California, with its principal place of business at 10620 Treena St., Suite 300 San Diego CA 92131 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Rose Avenue Elementary School, located at 220 South Driskill Street, Oxnard, California 93030 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1H below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended, which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.
- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant

#17-158

to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.

- E. **Preconstruction Services.** The term "Preconstruction Services" as used in this agreement means to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.

- F. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.

- G. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.

- H. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.

- I. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.

- J. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.

- K. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.

- L. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- M. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- N. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District,

regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be Two Hundred Nineteen Thousand Dollars and No Cents (\$219,000.00). The GMP consists of (1) a Preconstruction Fee only in the amount of Two Hundred Nineteen Thousand Dollars and No Cents (\$219,000.00), (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement was entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the

#17-158

Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION

Prior to an approved GMP, the District shall issue a notice to Contractor to proceed with the Preconstruction of the Project. The Preconstruction Agreement in **Exhibit B** will serve as the whole agreement between the Contractor and the District until a GMP is established.

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice to Proceed will not be issued.

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the

#17-158

competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss or vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking

#17-158

construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.

- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.

- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, make strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.
- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work

performed by, Contractor in connection with such shallow water table and with encountering water when digging.

- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.
- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign _____ as Project Manager/Superintendent for the Project. So long as _____ remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.
- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable

replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in an open session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

#17-158

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents,

as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.

- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.
- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.
- F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous

materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the 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.
- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to

#17-158

be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Balfour Beatty Construction, LLC
10620 Treena St., Suite 300
San Diego, CA 92131
Attn: Dennis Kuykendall

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030
Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia Hernandez Sawhney LLP
2490 Mariner Square Loop, Suite 140
Alameda, CA 94501

And with an additional copy to Scott Burkett,
Caldwell Flores Winters, Inc.
1901 South Victoria Avenue, Suite 106
Oxnard, CA 93035

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

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

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that

they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

EXHIBIT B

Oxnard School District – Rose Avenue Elementary School Reconstruction

Preconstruction Services

The District desires to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be Two Hundred Nineteen Thousand Dollars and No Cents (\$219,000.00). to be paid monthly on a design progress basis.

The CONTRACTOR will be expected to provide the following professional pre-construction services during the design phase of the Project:

1. Professional Construction Cost-Estimation Services

- A. During each phase of design or at the completion of each phase of design, (1) Conceptual, (2) Schematic, (3) Design Development and (4) Construction Development, CONTRACTOR shall prepare a cost estimate, in current, uninflated dollars, for the design and specifications prepared by the Architect. CONTRACTOR acknowledges that it shall prepare four (4) complete cost estimates commensurate with the level of detail of each phase of design. The cost estimate shall include all Project costs, including, all hard costs (site preparation, utility connections, off-site improvements, hazard abatement, construction costs, overhead & profit and general conditions), soft costs (survey, geo-hazard, geo-technical, environmental studies, inspection and testing) and furniture, fixture and equipment.
- B. Upon final approval by the Division of the State Architect (hereinafter, "DSA"), CONTRACTOR shall adjust its estimate to incorporate any and all changes required by DSA as part of the review and approval process.
- C. CONTRACTOR shall provide the cost estimates at such time as directed by the Program Manager during or at the conclusion of each phase of design, in a format approved by the District's Program Manager and consistent with Construction Specifications Institute (CSI) standards. During the schematic phase, Contractor shall estimate in the CSI UniFormat. For all other phases of design, Contractor shall utilize CSI MasterFormat.

2. Professional Constructability Review

- A. Definition: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.
- B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.
- C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.
- D. Deliverable: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

3. Value Engineering Services

- A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA

#17-158

review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.

- B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

4. Building Information Modeling (BIM) Services

- A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.
- B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.
- C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specifications to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.
- D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.

- E. Deliverable: A completed 3-D BIM Model in electronic format acceptable to the District.

5. Construction Scheduling Services

- A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy

#17-158

of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.

- B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.
- C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOB) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.
- D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

6. Cooperation and Attendance at Design Meetings

- A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.
- B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.

7. Schedule for Pre-Construction Services.

- A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

- B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.

- C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

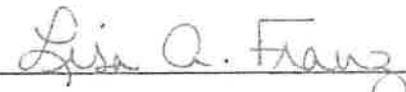
CONTRACTOR

Balfour Beatty Construction, LLC
10620 Trenea St., Suite 300
San Diego, CA 92131

By: 
Name/Title: Brian Cahill, President, California Division
Date: October 11th, 2017

THE DISTRICT

Oxnard School District,
a California school district
1051 South A Street
Oxnard, CA 93030

By: 
Name/Title: Lisa A. Franz, Director, Purchasing
Date: 11-7-17

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: March 06, 2024

Agenda Section: Section C: Consent Agenda

Establishment, Increase of Hours and Abolishment of Positions (Torres/Fuentes)

Establish

An eight hour 245-day Mental Health Manager position number 12166/12167 to be established at Frank School. This position will be established per LCSSP Grant.

An eight hour 245-day Mental Health Manager position number 12176/12168 to be established at Lemonwood School. This position will be established per MHSPD Grant.

An eight hour 220-day Mental Health Clinician position number 12169/12177 to be established at Marina West School. This position will be established per MHSPD Grant

An eight hour 220-day Mental Health Clinician position number 12170/12171 to be established at Marshall School. This position will be established per MHSPD Grant

An eight hour 220-day Mental Health Clinician position number 12172/12173 to be established at Ramona School. This position will be established per MHSPD Grant

An eight hour 220-day Mental Health Clinician position number 12174/12175 to be established at Driffill School. This position will be established per MHSPD Grant

A six hour and thirty-minute 183-day Paraeducator-Special Education position number 12178 to be established at Ritchen School. This position will be established per IEP.

A six hour and forty-five minute 183-day Paraeducator-Special Education position number 12165 to be established at Soria School. This position will be established per IEP.

An eight hour 183-day Paraeducator-Special Education position number 9245 to be established in the Special Education Department. This position will be established to update the Registered Behavior Technician position to the new job description of Paraeducator-Special Education.

Increase of Hours

A four-hour and thirty-minute 180-day Campus Assistant position number 3045 to be increased to five hours and forty-five minutes at Soria School. This position will be increased to provide additional support.

A four-hour and thirty-minute 180-day Campus Assistant position number 3055 to be increased to five

hours and forty-five minutes at Soria School. This position will be increased to provide additional support.

A four-hour and thirty-minute 180-day Campus Assistant position number 3056 to be increased to five hours and forty-five minutes at Soria School. This position will be increased to provide additional support.

A four-hour and thirty-minute 180-day Campus Assistant position number 3073 to be increased to five hours and forty-five minutes at Soria School. This position will be increased to provide additional support.

A four-hour and thirty-minute 180-day Campus Assistant position number 3080 to be increased to five hours and forty-five minutes at Soria School. This position will be increased to provide additional support.

A four-hour and thirty-minute 180-day Campus Assistant position number 6724 to be increased to five hours and forty-five minutes at Soria School. This position will be increased to provide additional support.

A four-hour and thirty-minute 180-day Campus Assistant position number 6810 to be increased to five hours and forty-five minutes at Soria School. This position will be increased to provide additional support.

Abolish

A five-hour 183-day Paraeducator General Education position number 11573 to be abolished at Rose School. This position will be abolished due to lack of work.

A five-hour and forty-five minute 183-day Paraeducator-Special Education position number 10024 to be abolished in the Special Education department. This position will be abolished to create a Speech Language Pathology Assistant position.

FISCAL IMPACT:

Cost for 1 Mental Health Manager position: \$164,773.63 Learning Communities School Success Funds.

Cost for 1 Mental Health Manager position: \$164,773.63 Mental Health Services Pro-Dem Grant Funds.

Cost for 1 Mental Health Clinician position: \$120,234.31 Mental Health Services Pro-Dem Grant Funds.

Cost for 1 Mental Health Clinician position: \$120,234.31 Mental Health Services Pro-Dem Grant Funds.

Cost for 1 Mental Health Clinician position: \$120,234.31 Mental Health Services Pro-Dem Grant Funds.

Cost for 1 Mental Health Clinician position: \$120,234.31 Mental Health Services Pro-Dem Grant

Funds.

Cost for 1 Paraeducator-Special Education position: \$53,154.64 SPED funds.

Cost for 1 Paraeducator-Special Education position: \$55,757.08 SPED funds.

Savings for 1 Paraeducator-Special Education position: \$6,335.45 SPED funds.

Cost for 7 Campus Assistant positions: \$60,345.82 Supplemental Concentration./LCFF Funds.

Savings for 1 Paraeducator-General Education: \$29,137.54 Title I funds.

Savings for 1 Paraeducator-Special Education: \$36,908.30 SPED funds.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Classified Human Resources that the Board of Trustees approve the establishment, increase of hours and abolishment of positions as presented.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: March 06, 2024

Agenda Section: Section C: Consent Agenda

Personnel Actions (Torres/Fuentes)

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 the salary regulations of the District. Personnel Actions include: New hires, transfers, pay changes, layoffs, recall from layoffs, resignations, retirements, authorizations and leaves of absence.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Classified Human Resources that the Board of Trustees approve the Personnel Actions as presented.

ADDITIONAL MATERIALS:

Attached: [Certificated Personnel Actions 03.06.24 \(1 pg\).pdf](#)
[Classified Personnel Actions 03.06.24 \(2 pgs\).pdf](#)

CERTIFICATED PERSONNEL ACTIONS

Listed below are recommended Certificated Personnel Actions presented to the Board of Trustees for consideration. The salaries for the individuals employed will be determined, in accordance with the salary regulations of the District.

New Hires

Castanon, Gloria	Substitute Teacher	2023/2024 School Year
Coggeshall, Skye	Substitute Teacher	2023/2024 School Year
Johnson, Chloe	Substitute Teacher	2023/2024 School Year
Knapp, Kirsten	Substitute Teacher	2023/2024 School Year
Lopez Davila, Jocelyn	Substitute Teacher	2023/2024 School Year
Prints, Landon	Substitute Teacher	2023/2024 School Year
Wordin, Abigail	Substitute Teacher	2023/2024 School Year

Resignations

Friedman, Jennifer	Special Ed Teacher	June 14, 2024
Mendez Martinez, Claudia	Special Ed Teacher	June 14, 2024
Preciado, Aaron	Mental Health Coordinator	March 31, 2024
Quintanilla Cosio, Marco	Multiple Subject Teacher	June 14, 2024

Retirement

McGee, Theresa	Manager, Special Ed	June 30, 2024
----------------	---------------------	---------------

New Hires

Amezcuca, Javier M.	Transportation Driver, Position # 8708 Transportation 5.5 hrs./ 183 days	02/05/2024
Boone, Tyler L.	Paraeducator Special Education, Position #8542 Curren 5.75 hrs/ 183 days	02/05/2024
Cano, Kimberly	Paraeducator Special Education, Position #2260 Lopez 5.75 hrs./ 183 days	02/21/2024
Celis, Karla	Child Nutrition Worker, Position #2176 Child Nutrition Services 5.5 hrs./ 185 days	02/20/2024
Chavez, Luis	Paraeducator Special Education, Position #11601 San Miguel 5.75 hrs./ 183 Days	02/20/2024
Cortez, Hannah R.	Campus Assistant, Position #11442 Driffill 5.75 hrs./ 180 days	02/20/2024
Garibay, Angela	Language Assessment Technician, Position #2436 Enrollment Center 5.75 hrs./246 days	02/12/2024
Harrison, Nassim C.	Mental Health Clinician, Position #12170 Marshall 8.0 hrs./ 220 days	02/21/2024
Hurd, Brandy M.	Paraeducator Special Education, Position #9292 Frank 5.75 hrs./ 183 days	02/20/2024
Lopez, Gloria M.	Office Assistant II, Position #19984 Special Education 8.0 hrs./ 246 days	02/05/2024
Manzer, Adriana	Attendance Accounting Technician, Position #634 Driffill 8.0 hrs./ 209 days	02/26/2024
Maestas, Anna C.	Paraeducator Special Education, Position #7342 San Miguel 5.75 hrs./ 183 days	02/07/2024
Tapia, Elizabeth	Child Nutrition Worker, Position #782 CNS 5.0 hrs./ 185 days	02/20/2024

Limited Term/Substitutes

Arellano, Maria G.	Child Nutrition Worker (Substitute)	02/06/2024
Ayala, Eduardo D.	Clerical (Substitute)	02/06/2024
Gutierrez, Breanna H.	Campus Assistant (Substitute)	02/10/2024
Hernandez, Norma A.	Transportation Driver (Substitute)	02/08/2024
Rodriguez Castillo, Jose W.	Child Nutrition Worker (Substitute)	02/21/2024
Suarez, Suzette	Campus Assistant (Substitute)	02/10/2024
Uriarte Perez, Melissa	Clerical (Substitute)	02/20/2024
Zayas, Alexandra	Campus Assistant (Substitute)	02/10/2024

Transfers

Castaneda, Angel R.	Grounds Maintenance Worker I, Position #10407 Grounds 8.0 hrs./ 246 days Grounds Maintenance Worker I, Position #10406 Grounds 8.0 hrs./ 244 days	02/21/2024
---------------------	--	------------

Transfers (Cont.)

Pena, Brenda	Intermediate School Secretary, Position #6242	02/12/2024
--------------	---	------------

Driffill 8.0 hrs./ 191 days
Secretary, Position #6416
Enrollment Center 8.0 hrs./ 246 days

Probation Releases

9632	Custodian, Position #10466 Custodial Services 8.0 hrs./ 246 days	02/07/2024
------	---	------------

Resignations

Brown, Marisol I.	Paraeducator III, Position #7878 Ritchen 5.75 hrs./183 days	01/05/2024
Paz, Lorena D.	Office Assistant, Position #10631 Sierra Linda 8.0 hrs./202 days	02/09/2024

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: March 06, 2024

Agenda Section: Section C: Facilities Agreement

Award of Formal Bid #23-03 and Approval of Agreement #23-229 for Roofing Project – Sierra Linda (Mitchell/Miller)

At the Board meeting of January 17, 2024 the Board of Trustees awarded Formal Bid #23-03, Roofing Project – Sierra Linda, and approved Agreement #23-229 with Eberhard.

Shortly after the Board meeting, Eberhard merged with A Tecta America Company LLC and asked that the District use their new name, Eberhard, A Tecta America Company LLC, for the agreement and payments.

This Board item is to approve Agreement #23-229 with Eberhard, A Tecta America Company LLC.

FISCAL IMPACT:

\$1,489,000.00 – Deferred Maintenance

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees award Bid #23-03, Roofing Project – Sierra Linda, and enter into Agreement #23-229 with Eberhard, A Tecta America Company LLC, in the amount of \$1,489,000.00.

ADDITIONAL MATERIALS:

Attached: [Bid Summary \(1 Page\)](#)

[Agreement #23-229, Eberhard, A Tecta America Company LLC \(15 Pages\)](#)

OXNARD SCHOOL DISTRICT



School/Dept: Sierra Linda School
Project Description: Roofing Project
OSD BID NO. 23-03

BIDDERS	BASE BID
Commercial Roofing	1,599,438.00
Eberhard	1,489,000.00



SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into this _____ day of _____, 20____ by and between Oxnard School District (hereinafter referred to as "District") and _____, (hereinafter referred to as "Provider.")

PROVIDER.

Provider

Telephone Number

Street Address

Fax Number

City, State, Zip code

E-mail Address

Tax Identification or Social Security Number

License Number (if applicable)

- A. District desires to engage Provider services as more particularly described on "Statement of Work" which is attached hereto and incorporated herein by this reference ("Services").
- B. Provider 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 Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider 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 Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Contract Number

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider 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. Provider will be responsible for payment of all Provider 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 agreement.

3. NON-EXCLUSIVITY.

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

4. SERVICES. Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

5. TIME OF PERFORMANCE. The term of this Agreement shall commence on _____, 20____, and terminate on _____, 20____. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

[Note: California Education Code section 17596 limits continuing contracts; contracts for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.]

6. PAYMENT AND EXPENSES. All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement 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 Provider from employing independent associates, subcontractors, and sub-consultants as Provider 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 Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder 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 Agreement 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 Provider as follows:

District	Provider
Attn: _____	Attn: _____
Street	Street
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
 - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

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

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

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

Provider shall be responsible for all costs of clean up and/or removal of spilled regulated substances as a result of Provider's services or operations performed under this Agreement, including, but not limited to:

- Hazardous and toxic substances,
- Hazardous waste,
- Universal waste,
- Medical waste,
- Biological waste,
- Sharps waste.

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

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider's agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	Each Occurrence	Aggregate
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits: [REDACTED]

Personal vehicles: \$ 500,000.00 combined single limit or
\$100,000.00 per person / \$300,000.00 per accident

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- d. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the following: [REDACTED]

- e. Other Coverage as Dictated by the District. Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

	Each Occurrence	Aggregate
<input type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Cyber Liability	\$ 5,000,000.00	
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability
 - Facilities Rental or Lease: CG 20 11 10 01;
 - Most Other services: CG 20 26 10 01.
 - 2) Primary, Non-Contributory
 - CG 20 01 01 13
 - 3) Waiver of Subrogation
 - CG 24 04 05 09
 - 4) Commercial Automobile Liability
 - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

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

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement 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 Agreement 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 Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider 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. Provider further agree 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.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding

20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement 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 thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement 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 Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of 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 Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ _____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

Pay Applications to be submitted monthly to Dana Miller at dmiller@oxnardsd.org, and Marcos Lopez at m6lopez@oxnardsd.org. Net 30 terms.

ADDITIONAL COSTS OF EXPENSES:

N/A

**EXHIBIT C
REQUIRED CERTIFICATIONS**

Services Agreement Dated: _____, 2024

Provider: _____

I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

By signing below I certify, under penalty of perjury, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

Name/ Title of Authorized Representative

Signature/ Date

II. Tuberculosis Risk Assessments Certification (Education Code Section 49406). With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

Name/ Title of Authorized Representative

Signature/ Date

III. Conflict of Interest Certification

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: March 06, 2024

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #23-256 – Sterling Venue Ventures, LLC (Fox/Ruvalcaba)

Rental fees for use of the Oxnard Room at the Oxnard PAC for the Eighth Annual Cesar Chavez – Honoring Our Latino Heroes Student Writing and Art Competition on April 16, 2024.

FISCAL IMPACT:

Not to exceed \$1,500.00 – Title III

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Educational Services, and Manager of Equity Family Community Engagement, that the Board of Trustees approve Agreement #23-256 with Sterling Venue Ventures, LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-256 Sterling Venue Ventures \(4 Pages\)](#)
[Proposal \(1 page\)](#)



Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into _____ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and _____, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
 - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
 - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
 - o Tuberculosis Clearance (Education Code § 49406)

Non-Discrimination and Equal Employment Opportunity. Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit Temporary Food Facility permit Exempt – must show documentation

Date checked by school official: _____ initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.

If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability: CG 20 26 10 01
 - 2) Primary, non-contributory: CG 20 01 04 13
 - 3) Waiver of subrogation: CG 24 04 05 09
 - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

Governing Law and Venues. This Agreement 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 Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Nature of Agreement. This Agreement 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 Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

Signature Authority. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer	Signature	Date

Oxnard School District

Director, Purchasing	Signature	Date

Oxnard PAC - 2024 Rental Agreement

STERLING VENUE VENTURES @ Oxnard PAC

Calendar Contract For: OXNARD ROOM			
Event Name Conference	Date 4/16/24	Day Tuesday	Time In: 6PM
			Time Out: 8PM
Company Name: Oxnard School District		Contact: Dalia dvalenzuela-arenas@oxnardsd.org	
Event Description Seminar		Event Type: Meeting	
Attendance 1600		Ticketed yes	

Fee Schedule	Rate:	Additional Notes:	Total:
Rental License Fee	\$1,250	Price per day	\$1,250
Facilities		FEES USED	
Building Overtime (After 10 Hrs) @ \$250/Hr.			\$ -
VIP Room Rental	\$0		\$ -
Bar Buyout	\$0		\$ -
Utilities	\$0		\$ -
Stage Power Disconnects	\$0		\$ -
Lighting			
Standard Conventional Lighting	\$0		
Full Pro Lights Package	\$0		\$ -
Audio			
THX Surround Sound	\$0		
Front of House (Main)	\$0		\$ -
On Stage Monitors	\$0		\$ -
Video Projection / Recording			
Video Projection Downstage Screen 42'x20'	\$0		
Video Projection Upstage Screen 16'x20'	\$0		
Projector	\$250		\$ 250.00
Cleaning			
Event Cleaning	\$0		\$ -
VIP Room Cleaning (If used for catering)	\$0		
Additional Trash Removal / Dumpster Rental	\$0		
Confetti Cleanup	\$0		
Miscellaneous			
Advertising	\$0	Ask for details	
Parking Permits	\$0	Per event	
Green Room Hospitality	\$0		
Ticketing			
Music Lic ASCAP,BMI,SECAP,WMR	0%		\$ 2,000.00
Ticketing (Ticketmaster)	0%	Per guest at event	
Printing Fee	\$0	Printing	
Merchandise Split	0		
Event Cost:			\$1,500

FOH- Required for all Events			Hours	# of Staff	Rate PTEB	
Ushers	1 per 75	Included	4	8	\$28.40	\$ -
Porter	1 ea	Included	flat rate	2	\$150.00	\$ -
Security	1 per 200	Included	4	4	\$68.16	\$ -
Box Office	1 per 500	Included	6	1	\$35.50	\$ -
Bathroom Attendants	2 ea	Included	flat rate	1	\$150.00	\$ -
FOH Manager	1 ea	Included	7	1	\$60.35	\$ -
Tech Production Manager	1 ea	Included	7	1	\$ 60.35	\$ -
Tech Staff (Tech Staff is billed at 8 hrs - OT is additional)*			7	3	\$46.15	0
StageHands & Loaders	as Needed		0			
OVERTIME			2	0	46.15	\$ -

NOTE: Round Tables with chairs included for 80 people.
This does not include table cloths.
2 rectangle tables also included

Damage Deposit:	\$ -
Total Fees:	\$ 1,500.00
Deposit:	\$ -
Payment:	\$ -
Due:	\$ 1,500.00

Sterling Venue Ventures, LLC

Client Signature

- * By signing this Agreement, you are agreeing and to ALL Terms and Conditions of the SVV / Oxnard PAC Contract.
- * Make all checks payable to: Sterling Venue Ventures, LLC

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: March 06, 2024

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #23-257 – Foundation for California Community Colleges/California ASAPconnect (Fox/Shea)

Foundation for California Community Colleges/California ASAPconnect will provide professional development for Expanded Learning Program coordinators to support the After School Education and Safety (ASES) grant and the Expanded Learning Opportunity Program (ELOP). Their work will be focused on capacity building of staff strengths and leadership and assisting in updating program plans to include ASES and ELOP requirements.

Term of Agreement: March 7, 2024 through June 30, 2025

FISCAL IMPACT:

Not to Exceed \$65,198.00 – Expanded Learning Opportunity Program

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-257 with Foundation for California Community Colleges/California ASAPconnect.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-257, Foundation for Ca. Comm. Colleges \(15 Pages\)](#)
[Proposal \(2 Pages\)](#)



SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the “Agreement”) is made and entered into this _____ day of _____, 20____
by and between Oxnard School District (hereinafter referred to as “District”) and _____,
(hereinafter referred to as “Provider.”)

PROVIDER.

Provider

Telephone Number

Street Address

Fax Number

City, State, Zip code

E-mail Address

Tax Identification or Social Security Number

License Number (if applicable)

- A. District desires to engage Provider services as more particularly described on “Statement of Work” which is attached hereto and incorporated herein by this reference (“Services”).
- B. Provider 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 Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider 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 Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Contract Number

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider 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. Provider will be responsible for payment of all Provider 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 agreement.

3. NON-EXCLUSIVITY.

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

- 4. SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

- 5. TIME OF PERFORMANCE.** The term of this Agreement shall commence on _____, 20____, and terminate on _____, 20____. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

[Note: California Education Code section 17596 limits continuing contracts; contracts for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.]

- 6. PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement 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 Provider from employing independent associates, subcontractors, and sub-consultants as Provider 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 Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder 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 Agreement 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 Provider as follows:

_____	_____
District	Provider
Attn: _____	Attn: _____
_____	_____
Street	Street
_____	_____
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
 - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

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

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

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

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

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	<u>Each Occurrence</u>	<u>Aggregate</u>
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits:

NOT APPLICABLE

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the

NOT APPLICABLE

- e. Other Coverage as Dictated by the District. Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

	Each Occurrence	Aggregate
<input type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Cyber Liability	\$ 5,000,000.00	
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability
 - Facilities Rental or Lease: CG 20 11 10 01;
 - Most Other services: CG 20 26 10 01.
 - 2) Primary, Non-Contributory
 - CG 20 01 01 13
 - 3) Waiver of Subrogation
 - CG 24 04 05 09
 - 4) Commercial Automobile Liability
 - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

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

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement 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 Agreement 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 Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider 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. Provider further agree 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.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

- 19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding

- 20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement 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 thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement 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 Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of 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 Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ _____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

Invoices to be submitted monthly to jorejel@oxnardsd.org, gshea@oxnardsd.org, and accountspayable@oxnardsd.org. Net 30 terms.

ADDITIONAL COSTS OF EXPENSES:

N/A

EXHIBIT C
REQUIRED CERTIFICATIONS

Services Agreement Dated: _____, 2024

Provider: _____

I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

By signing below I certify, under penalty of perjury, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

Name/ Title of Authorized Representative

Signature/ Date

II. Tuberculosis Risk Assessments Certification (Education Code Section 49406). With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

Name/ Title of Authorized Representative

Signature/ Date

III. Conflict of Interest Certification

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: _____

Proposal: Oxnard USD
Professional Development Plan for Expanded Learning Program Staff
Strengths Training & Coaching for Staff

Consultants:

Julie Sesser, Senior Director Innovation & Impact, ASAPconnect
Diego Arancibia, Executive Director, ASAPconnect

Proposed Support Services:

Strengths-based Training (in-person):

The plan for professional development for the staff at Oxnard USD who work in Expanded Learning Programs and operate in leadership roles include offering a Strengths-based Leadership Workshops for the estimated 45 staff. This training, combined with access to optional 1:1 coaching sessions, will support individual staff that choose to engage in this opportunity to deepen their own learning and develop customized goals.

2023-2025

During the 2023-2024 school year, part 1 of the training will take place in person in April, May or June 2024 (date TBD) and will not exceed 4 hours. The training location will be identified by Lead Staff at Oxnard USD. Part 2 will take place at a later date TBD, no later than June 30, 2024.

During the 2024-2025 school year, part 1 of the training will take place in person in March/April 2025 (date TBD) and will not exceed 4 hours. The training location will be identified by Lead Staff at Oxnard USD. Part 2 will take place at a later date TBD, no later than June 30, 2025.

These workshops are designed to provide participants with knowledge and understanding of group dynamics and its impact on organizational effectiveness. Participants will learn how individual talents impact and influence the climate and culture of their school environments. Participants will be encouraged to attend the initial workshop as a Part 1 and will be included in the scheduled workshop for Part 2. All of the workshops will build upon the previous content to support a professional learning community.

Facilitated by ASAPconnect:

- Gallup Certified Strengths Coach, Julie Sesser
- Strengths Champion & Advocate, Diego Arancibia

Location: in person at Oxnard USD site; specific site(s) to be determined.

Workshops include training for 45 people, strengths assessment access codes, materials, facilitators, registration, flyer for marketing, prep time for customizing training, and design team meeting (up to 1.5 hours) prior to the first workshop. Costs do not include any catering or refreshments that the district may want to include.

Dates:

Spring 2024: Workshop Part 1: April, May or June 2024 TBD; Part 2: no later than June 2024 TBD.
Spring 2025: Workshop Part 1: March/April 2025 TBD; Part 2: no later than June 2025 TBD.

Cost for strengths training workshops

2023-2024 School Year	\$12,660
2024-2025 School Year	\$12,660

Ideation & Strategy Sessions for Leadership:

These sessions will help identify strategies to integrate strengths into the culture of the team. This will support the culture of this department, following the training series offered by ASAPconnect. Each session will be 1.5 to 2 hours, conducted virtually via Zoom.

Cost for Ideation & Strategy Sessions: \$1,200 X 3 sessions

2023-2024 School Year	\$3,600
2024-2025 School Year	\$3,600

1:1 Coaching for Staff

ASAPconnect will provide 1:1 optional Coaching for Staff.

The transformational approach to coaching holds the mindset that an individual's full identity is to be honored and the belief that they have the capacity to achieve their goals with the support of their Coach to identify the presenting agenda, the deeper agenda, and that which is further beyond at the point of transformation.

Gallup Certified Strengths Coach, Julie Sesser from the ASAPconnect team, will provide 1:1 strengths coaching for up to 45 staff, not to exceed 90 hours. The Coach will work with each staff member individually to explore their unique talents and identify areas of focus overall. All content of the coaching session will be confidential. But the individual being coached will set the tone for each session.

The coaching will be provided via phone or video conference, based upon the preference of each individual being coached. Each session will be 50 minutes plus 10 minutes allocated to feedback and next steps. Each individual will need to consent to engage in a coaching relationship that is initiated by the individual who will receive coaching support.

Our commitment to confidentiality:

- Content will not be shared with the individual's organization and/or employer
- Based upon approval from the individual staff member being coached, specific support needs may be discussed with the leadership team.

1:1 Coaching for Staff (Optional)

2023-2024 School Year:	
1 session per staff for a total of 45 sessions x \$250 per session	\$11,250

2024-2025 School Year:	
1 session per staff for a total of 45 sessions x \$250 per session	\$11,250

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: March 06, 2024

Agenda Section: Section C: Academic Agreement

Approval of Agreement #23-259 – Island Packers (Fox/Higa)

Island Packers will provide Frank Academy's Marine Science 7th and 8th grade students, an educational experience that connects with their Marine Science Curriculum.

Date: March 12, 2024

FISCAL IMPACT:

Not to Exceed: 4,000.00- Title 1 Funding

RECOMMENDATION:

It is the recommendation of the Principal at Frank Academy, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-259 with Island Packers.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-259 Island Packers Co. \(15 Pages\)](#)
[Proposal \(1 Page\)](#)



SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the “Agreement”) is made and entered into this _____ day of _____, 20_____
by and between Oxnard School District (hereinafter referred to as “District”) and _____,
(hereinafter referred to as “Provider.”)

PROVIDER.

Provider

Telephone Number

Street Address

Fax Number

City, State, Zip code

E-mail Address

Tax Identification or Social Security Number

License Number (if applicable)

- A. District desires to engage Provider services as more particularly described on “Statement of Work” which is attached hereto and incorporated herein by this reference (“Services”).
- B. Provider 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 Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider 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 Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Contract Number

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider 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. Provider will be responsible for payment of all Provider 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 agreement.

3. NON-EXCLUSIVITY.

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

4. SERVICES. Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

5. TIME OF PERFORMANCE. The term of this Agreement shall commence on March 12, 2024, and terminate on March 12, 2024. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

[Note: California Education Code section 17596 limits continuing contracts; contracts for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.]

6. PAYMENT AND EXPENSES. All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement 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 Provider from employing independent associates, subcontractors, and sub-consultants as Provider 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 Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder 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 Agreement 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 Provider as follows:

District	Provider
Attn: _____	Attn: _____
Street	Street
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
 - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

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

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

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

Provider shall be responsible for all costs of clean up and/or removal of spilled regulated substances as a result of Provider's services or operations performed under this Agreement, including, but not limited to:

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

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider's agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	<u>Each Occurrence</u>	<u>Aggregate</u>
High risk events or activities	\$ 2,000,000.00	\$ 4,000,000.00

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- d. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the following:



- e. Other Coverage as Dictated by the District. Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

	Each Occurrence	Aggregate
<input checked="" type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Cyber Liability	\$ 5,000,000.00	
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability
 - Facilities Rental or Lease: CG 20 11 10 01;
 - Most Other services: CG 20 26 10 01.
 - 2) Primary, Non-Contributory
 - CG 20 01 01 13
 - 3) Waiver of Subrogation
 - CG 24 04 05 09
 - 4) Commercial Automobile Liability
 - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

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

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement 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 Agreement 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 Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider 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. Provider further agree 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.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding

20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement 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 thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement 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 Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of 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 Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT
District

Provider

By: _____

Signature

Signature

Lisa A. Franz

Name

Name

Director, Purchasing

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

Field trip for Winter Whale Watching on March 12, 2024

WORK SCHEDULE:

Date: March 12, 2024

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ <u>4,000.00</u>
Actual and Necessary Travel Expenses	\$ <u>0.00</u>
Other Expenses	\$ <u>0.00</u>
Total Amount not to Exceed	\$ <u>4,000.00</u>
Deposit	\$ <u>0.00</u>
Balance Due after Completion of Services	\$ <u>0.00</u>

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

Invoices to be submitted to Tyler Higa at thiga@oxnardsd.org, and accountspayable@oxnardsd.org. Net 30 terms.

ADDITIONAL COSTS OF EXPENSES:

N/A

EXHIBIT C
REQUIRED CERTIFICATIONS

Services Agreement Dated: March 6, 2024

Provider: Island Packers Co.

I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

By signing below I certify, under penalty of perjury, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

Name/ Title of Authorized Representative

Signature/ Date

II. Tuberculosis Risk Assessments Certification (Education Code Section 49406). With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

Name/ Title of Authorized Representative

Signature/ Date

III. Conflict of Interest Certification

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: _____



Education Floating Classroom Service Agreement

Booking # **207704308**

TRIP INFORMATION

Please review Date, Time & Destination. Please notify us if incorrect.

Harbor of Departure: **Ventura Harbor- 1691 Spinnaker Drive - Ventura - CA 93001**

Departure Date: **Tuesday, March 12, 2024**

Vessel: **Island Adventure**

Departure Time: **9:30 AM**

Check In Time: **8:45 AM**

Depart Island: **N/A**

Return to Dock: **1:00 PM**

Education Destination **Winter Whale Watching**

Comments:

Arriving by bus? Yes I acknowledge my group needs to arrive 45 mins prior to departure Initial: _____

RESERVED FOR

Please review and correct any wrong information prior to signing and returning.

of Classes **N/A**

Primary Contact	Last Name	Alstot	First Name	Erika	School	RJ Frank Academy	Grade	7 & 8
	Phone	(805) 385-1536 x	Cell	(805) 794-1483	Email ealstot@oxnardsd.org			
Secondary Contact	Last Name	Higa	First Name	Tyler				
	Phone		Cell		Email thiga@oxnardsd.org			

FINANCIAL INFORMATION:

Number of Seats Reserved **130** Cost Per Person (Student/Teacher/Chaperone) **\$28.00** Total **\$3,640.00**

A Deposit of **\$728.00** Is Due By **02/14/24** Balance Due By **2/27/24**

A purchase order from my school/district, ASB or PTA account will be used. I understand that all cancellation/reduction policies still apply. A cancellation fee of 20% of the value of the trip will be invoiced against the P.O. if cancelled within 30 days of the trip. The purchase order must be received by Island Packers within **21 days of receipt of this document**. An invoice with net 30 day terms will be sent following your trip.

Regardless of your method of payment your **FINAL PASSENGER COUNT** is due by: **2/27/2024**

Failure to reduce your passenger count before the date above will result in paying for all unfilled seats regardless of payment method.

P.O. # or Additional Payment Information _____ If Purchase Order number is provided, we can bill the school after the trip

No individual checks/payments are permitted.

CANCELLATION POLICY

Cancellations made 30 days or more prior to the trip date will receive a full refund including deposit.

Full payment for all reservations held, is due by the final due date or 2 weeks prior to departure date whichever comes first.

Any cancellations made less than 2 weeks prior to the trip date must be less than 15% of the number of passenger spaces reserved to receive any refund.

No refunds for cancellations or no shows less than 72 hours prior to departure.

You DO NOT have a confirmed trip or reservation until the signed service agreement and required deposit is returned.

In case of unfavorable weather or sea conditions, Island Packers will cancel at 5:30 AM on the day of your departure and your money will be refunded or a credit will be given to use on another trip.

PLEASE READ THIS DOCUMENT CAREFULLY.

I AGREE TO THE TERMS AND CONDITIONS HEREIN _____ DATE _____

Mail all correspondence to: Island Packers - 1691 Spinnaker Drive, Suite 105B - Ventura - CA - 93001
Phone 805-642-1393 Fax 805-642-6573

For **reservation** information or changes: email: groupcharters@islandpackers.com
For **education program** questions: email: education@islandpackers.com

Operator R11	Date 1/24/2024	Sent By	S/A Mailed
---------------------	-----------------------	---------	------------

ISLAND PACKERS



Since 1968

1691 Spinnaker Drive, Suite 105B, Ventura, CA 93001

Phone 805-642-1393 Fax 805-642-6573

accounting3@islandpackers.com

Invoice Date
1/24/2024

INVOICE

Booking # 207704308 Please indicate booking number on all correspondence or payment.

Account #

RJ Frank Academy

Phone (805) 385-1536 x

Erika Alstot

Fax

[Redacted Address Line]

E-mail ealstot@oxnardsd.org

[Redacted Address Line] CA 11111

Destination **Winter Whale Watching**

Date of Trip **3/12/2024**

Description of Service Provided	Cost Each	Quantity	Total Cost
Floating Classroom	\$28.00	130	\$3,640.00

Total of all Charges \$3,640.00

Balance Due to Island Packers \$3,640.00

Comments:

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: March 06, 2024

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #23-262 – StuntMasters Action Sports (Fox/Higa)

StuntMasters Action Sports will provide one BMX Assembly of 45 minutes on Friday, March 15, 2024, for students at Frank Academy.

FISCAL IMPACT:

\$1,275.00 – Title I

RECOMMENDATION:

It is the recommendation of the Principal, Frank Academy, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-262 with StuntMasters Action Sports.

ADDITIONAL MATERIALS:

Attached: [#23-262 Agreement - StuntMasters Action Sports \(4 Pages\)](#)
[Proposal \(2 pages\)](#)



Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into _____ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and _____, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
 - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
 - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
 - o Tuberculosis Clearance (Education Code § 49406)

Non-Discrimination and Equal Employment Opportunity. Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit Temporary Food Facility permit Exempt – must show documentation

Date checked by school official: _____ initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.

If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability: CG 20 26 10 01
 - 2) Primary, non-contributory: CG 20 01 04 13
 - 3) Waiver of subrogation: CG 24 04 05 09
 - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

Governing Law and Venues. This Agreement 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 Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Nature of Agreement. This Agreement 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 Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

Signature Authority. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer

Signature

Date

Oxnard School District

Director, Purchasing

Signature

Date

STUNTMASTERS INC



1398 South Heron Lane Gilbert AZ 85296 888.269.9919

You accepted an estimate from StuntMasters Inc.

Estimate accepted February 8, 2024

Thanks for your interest in the StuntMasters! This estimate is for a BMX Assembly on March 15, 2024. Our team performs with bicycle freestyle tricks on the ground and in the air to grab students attention. We discuss the Spokes of Character, smart choices, and always safety in this 45 minute performance.

We appreciate a 50% deposit or PO with acceptance. Balance due after performance. If you are flexible we may have discounted dates on our Healthy Habits Tour.

TO SCHEDULE YOUR BMX ASSEMBLY PLEASE ACCEPT THIS ESTIMATE

**refer another school that books on the same or consecutive day and both schools receive a 10-15% discount.

Customer

Marisela Magallanes
R. J. Frank Academy
mmagallanes@oxnardsd.org
701 N. Juanita Ave.
CA 93030

Estimate #000588

February 8, 2024

Hide full details ^

Proposal for the STUNTMASTERS BMX ASSEMBLY

Service date: March 15, 2024

BMX ASSEMBLY -- Action sports and speaking assembly.	\$1,275.00
45 minute action sports and speaking assembly featuring professional BMX athletes and role models. **this show may incur travel charges depending on your location.	
Spokes of Character	
No travel fees	\$0.00
Subtotal	\$1,275.00
Total	\$1,275.00

StuntMasters Inc.
bmximpact@gmail.com
+1 (888) 269-9919

© 2024 Block, Inc.
All rights reserved.

[Square Privacy Policy](#) | [Security](#)



OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: March 06, 2024

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #23-263 – Island Packers (Fox/Mares)

Island Packers will provide Sierra Linda School 5th grade students, an educational experience to Santa Cruz Island on March 19, 2024, and April 12, 2024.

On March 19, 2024, the total cost of \$5,217.00 will be covered by Island Packers under the National Park Service Grant.

On April 12, 2024, Island Packers will cover \$1,175.00 under the Teaching Terra Marine Research & Education Grant. The remaining cost of \$141.00 will be paid by the school site for a total cost of \$1,316.00.

FISCAL IMPACT:

Not to Exceed: \$141.00- Supplemental Concentration

RECOMMENDATION:

It is the recommendation of the Principal at Sierra Linda, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-263 with Island Packers.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-263, Island Packers Co. \(15 Pages\)](#)

[Proposal \(March 19, 2024\) \(1 Page\)](#)

[Proposal \(April 12, 2024\) \(1 Page\)](#)



SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into this _____ day of _____, 20____ by and between Oxnard School District (hereinafter referred to as "District") and _____, (hereinafter referred to as "Provider.")

PROVIDER.

Provider

Telephone Number

Street Address

Fax Number

City, State, Zip code

E-mail Address

Tax Identification or Social Security Number

License Number (if applicable)

- A. District desires to engage Provider services as more particularly described on "Statement of Work" which is attached hereto and incorporated herein by this reference ("Services").
- B. Provider 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 Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider 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 Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider 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. Provider will be responsible for payment of all Provider 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 agreement.

3. NON-EXCLUSIVITY.

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

- 4. SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

- 5. TIME OF PERFORMANCE.** The term of this Agreement shall commence on _____, 20____, and terminate on _____, 20____. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

[Note: California Education Code section 17596 limits continuing contracts; contracts for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.]

- 6. PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement 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 Provider from employing independent associates, subcontractors, and sub-consultants as Provider 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 Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder 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 Agreement 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 Provider as follows:

_____	_____
District	Provider
Attn: _____	Attn: _____
_____	_____
Street	Street
_____	_____
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
 - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

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

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

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

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

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	<u>Each Occurrence</u>	<u>Aggregate</u>
High risk events or activities	\$ 2,000,000.00	\$ 4,000,000.00

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- e. Other Coverage as Dictated by the District. Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

	<u>Each Occurrence</u>	<u>Aggregate</u>
<input type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Cyber Liability	\$ 5,000,000.00	
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
- 1) General Liability
 - Facilities Rental or Lease: CG 20 11 10 01;
 - Most Other services: CG 20 26 10 01.
 - 2) Primary, Non-Contributory
 - CG 20 01 01 13
 - 3) Waiver of Subrogation
 - CG 24 04 05 09
 - 4) Commercial Automobile Liability
 - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

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

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement 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 Agreement 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 Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider 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. Provider further agree 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.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding

20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement 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 thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement 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 Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of 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 Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ _____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

Invoices to be submitted to Jorge Mares at jmares@oxnardsd.org and accountspayable@oxnardsd.org
Net 30 Terms

ADDITIONAL COSTS OF EXPENSES:

N/A

EXHIBIT C
REQUIRED CERTIFICATIONS

Services Agreement Dated: _____, 2024__

Provider: _____

I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

By signing below I certify, under penalty of perjury, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

Name/ Title of Authorized Representative

Signature/ Date

II. Tuberculosis Risk Assessments Certification (Education Code Section 49406). With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

Name/ Title of Authorized Representative

Signature/ Date

III. Conflict of Interest Certification

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: _____



Account # 533306

Education Floating Classroom Service Agreement

Booking # R1130248

TRIP INFORMATION

Please review Date, Time & Destination. Please notify us if incorrect.

Harbor of Departure: **Ventura Harbor- 1691 Spinnaker Drive - Ventura - CA 93001**

Departure Date: **Tuesday, March 19, 2024**

Vessel: Island Adventure

Departure Time: **9:30 AM**

Check In Time: **8:45 AM**

Depart Island: 3:30 PM

Return to Dock: **4:45 PM**

Education Destination **Santa Cruz Island - Scorpion Cove**

Comments: No IPCO educator needed; NPS educational program

Arriving by bus? Yes

Latest date/time for bus cancellation:

RESERVED FOR

Please review and correct any wrong information prior to signing and returning.

of Classes N/A

Last Name Alvarado

First Name Regina

School Sierra Linda Elementary

Grade 4th

Street Address 2201 Jasmine Street

City Oxnard

St. CA

Zip Code 93036-

Phone (805) 382-1581 x

Cell (805) 415-5202

Fax

Email ralvarado@oxnardsd.org; chis_education@nps.gov

FINANCIAL INFORMATION:

Number of Seats Reserved **111** Cost Per Person (Student/Teacher/Chaperone) **\$47.00** Total **\$5,217.00**

A Deposit of **\$1,043.00** Has Been Waived **11/22/23** Final Count Due By **3/5/24**

A purchase order from my school/district, ASB or PTA account will be used. I understand that all cancellation/reduction policies still apply. A cancellation fee of 20% of the value of the trip will be invoiced against the P.O. if cancelled within 30 days of the trip. The purchase order must be received by Island Packers within 21 days of receipt of this document. An invoice with net 30 day terms will be sent following your trip.

Regardless of your method of payment your **FINAL PASSENGER COUNT** is due by: **3/5/2024**

Failure to reduce your passenger count before the date above will result in paying for all unfilled seats regardless of payment method.

P.O. # or Additional Payment Information 111 passengers will be paid for by NPS grant

No individual checks/payments are permitted.

CANCELLATION POLICY

Cancellations made 30 days or more prior to the trip date will receive a full refund including deposit.

Full payment for all reservations held, is due by the final due date or 2 weeks prior to departure date whichever comes first.

Any cancellations made less than 2 weeks prior to the trip date must be less than 15% of the number of passenger spaces reserved to receive any refund.

No refunds for cancellations or no shows less than 72 hours prior to departure.

You DO NOT have a confirmed trip or reservation until the signed service agreement and required deposit is returned.

In case of unfavorable weather or sea conditions, Island Packers will cancel at 5:30 AM on the day of your departure and your money will be refunded or a credit will be given to use on another trip.

PLEASE READ THIS DOCUMENT CAREFULLY.

I AGREE TO THE TERMS AND CONDITIONS HEREIN

DATE

Mail all correspondence to: Island Packers - 1691 Spinnaker Drive, Suite 105B - Ventura - CA - 93001
Phone 805-642-1393 Fax 805-642-6573

For **reservation** information or changes: email: groupcharters@islandpackers.com

For **education program** questions: email: education@islandpackers.com

Operator R11

Date 11/28/2023

Sent By

S/A Mailed 12/13/23



Account # 345920

Education Floating Classroom Service Agreement

Booking # R1130280

TRIP INFORMATION

Please review Date, Time & Destination. Please notify us if incorrect.

Harbor of Departure: **Ventura Harbor- 1691 Spinnaker Drive - Ventura - CA 93001**

Departure Date: **Friday, April 12, 2024**

Vessel: Island Explorer

Departure Time: **10:00 AM**

Check In Time: **9:15 AM**

Depart Island: 3:30 PM

Return to Dock: **4:45 PM**

Education Destination **Santa Cruz Island - Scorpion Cove**

Comments:

Arriving by bus? Yes

Latest date/time for bus cancellation:

RESERVED FOR

Please review and correct any wrong information prior to signing and returning.

of Classes 1

Last Name Finney

First Name Christine

School Sierra Linda Elementary

Grade 5th

Street Address 2201 Jasmine Street

City Oxnard

St. CA

Zip Code 93036-

Phone (805) 385-1581 x

Cell (805) 340-3963

Fax

Email cfinney@oxnardsd.org

FINANCIAL INFORMATION:

Number of Seats Reserved **28** Cost Per Person (Student/Teacher/Chaperone) **\$47.00** Total **\$1,316.00**

A Deposit of **\$263.00** Has Been Waived **12/14/23** Final Count Due By **3/29/24**

A purchase order from my school/district, ASB or PTA account will be used. I understand that all cancellation/reduction policies still apply. A cancellation fee of 20% of the value of the trip will be invoiced against the P.O. if cancelled within 30 days of the trip. The purchase order must be received by Island Packers within 21 days of receipt of this document. An invoice with net 30 day terms will be sent following your trip.

Regardless of your method of payment your **FINAL PASSENGER COUNT** is due by: **3/29/2024**

Failure to reduce your passenger count before the date above will result in paying for all unfilled seats regardless of payment method.

P.O. # or Additional Payment Information TMRE grant will be paying for 25 passengers. Please provide Purchase Order Number to accounting3@islandpackers.com for the extra three passengers.

No individual checks/payments are permitted.

CANCELLATION POLICY

Cancellations made 30 days or more prior to the trip date will receive a full refund including deposit.

Full payment for all reservations held, is due by the final due date or 2 weeks prior to departure date whichever comes first.

Any cancellations made less than 2 weeks prior to the trip date must be less than 15% of the number of passenger spaces reserved to receive any refund.

No refunds for cancellations or no shows less than 72 hours prior to departure.

You DO NOT have a confirmed trip or reservation until the signed service agreement and required deposit is returned.

In case of unfavorable weather or sea conditions, Island Packers will cancel at 5:30 AM on the day of your departure and your money will be refunded or a credit will be given to use on another trip.

PLEASE READ THIS DOCUMENT CAREFULLY.

I AGREE TO THE TERMS AND CONDITIONS HEREIN

DATE

Mail all correspondence to: Island Packers - 1691 Spinnaker Drive, Suite 105B - Ventura - CA - 93001
Phone 805-642-1393 Fax 805-642-6573

For **reservation** information or changes: email: groupcharters@islandpackers.com

For **education program** questions: email: education@islandpackers.com

Operator R11

Date 12/14/2023

Sent By

S/A Mailed 12/19/23

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: March 06, 2024

Agenda Section: Section C: Facilities Agreement

Ratification of Amendment #002 to Agreement #21-140 with KENCO Construction Services, Inc. to provide additional Inspector of Record (IOR) Services for the Rose Avenue School Reconstruction (Mitchell/Miller/CFW)

On September 22, 2021, the Board of Trustees approved the Guaranteed Maximum Price for construction of the Rose Avenue Elementary School Reconstruction Project (“Project”). This Project requires an approved DSA Class 1 Inspector for inspection services related to the construction of the Project. Kenco Construction Services, Inc provided a response to a Request for Proposal for Onsite Inspection Services for the Rose Ave Elementary School Reconstruction Project. With the delay in securing City Approval for the off-site improvements, the Inspector of Record services are required to be extended through June 30, 2024. The purpose of this action item is to provide funds for additional IOR services for the Rose Ave Reconstruction project.

FISCAL IMPACT:

\$73,920.00 – Master Construct and Implementation Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Amendment #002 to Agreement #21-140, for additional Inspector of Record Services for the Rose Avenue Elementary School Reconstruction Project, in the amount of \$73,920.00, to be paid from Master Construct and Implementation Funds allocated from the project budget as approved by the Board in the June 2023 Six-month update.

ADDITIONAL MATERIALS:

Attached: [Amendment #002 to Agreement #21-140, Kenco Agreement \(3 Pages\)](#)
[Proposal \(2 Pages\)](#)
[Agreement #21-140, Kenco Construction Services \(21 Pages\)](#)

**Amendment No. 002 to Inspector of
Record Services to be provided for the
Rose Avenue Construction Project
Agreement #21-140**

The Inspector of Record (IOR) Services Agreement (“Agreement”) #21-140 entered into on October 20, 2021, by and between the Oxnard School District (“District”) and Kenco Construction Services, Inc, is hereby amended by the parties as set forth in this Amendment No. 002 to the Agreement for Consultant Services, Inspector of Record Services Agreement (“Amendment”) that is incorporated herein for all purposes.

RECITALS

WHEREAS, the District retained Kenco Construction Services, Inc. to provide Inspector of Record (IOR) Inspection services for the Rose Avenue Reconstruction Project (“Project”) of the District’s Facilities Implementation Plan.

WHEREAS, the Inspector of Record has provided Inspection Services required by Division of the State Architect (“DSA”) for their records;

WHEREAS, due to the existing conditions requiring additional Inspection Services exceeding the agreed amount of Exhibit “A” in the Agreement #21-140;

WHEREAS, the Board of Trustees has taken certain actions to approve the Inspector of Record services for the Rose Ave. Reconstruction Project currently under construction;

WHEREAS, additional Inspector of Record (IOR) services are still required to completion of the Project;

WHEREAS, upon consideration of the proposal for additional Inspector of Record services as IOR including DSA required inspections through the completion of the project;

NOW THEREFORE, for the good and valuable consideration, the Parties agree to the following amended terms to Agreement:

AMENDMENT

The Parties agree to add a new SECTION 5.2.3 to the Agreement as follows:

SECTION 5.1 Additional Compensation for Rose Avenue School Reconstruction Project for additional Work. The Inspector of Record agrees to perform the Basic Services as described in the original Agreement, and Exhibit “D” thereto, with respect to the Project. IOR agrees to deliver the deliverables identified in Exhibit “C” of the original Agreement for the Project. In consideration for the amended basic services and deliverables, the IOR agrees to be compensated an additional flat “all-in” Basic Fee for the additional work totaling:

A. Seventy-Three Thousand Nine Hundred Twenty Dollars and Zero Cents (\$73,920.00) for Amendment No. 002 and the attached proposal received from Kenco Construction Services, Inc. dated February 01, 2024, is to adjust the base fee paid to Kenco Construction Services, Inc. according to the original Service Agreement #21-140 that allows for adjustment of fees with Board of Trustee approval.

The sum for the additional services total:

Seventy-Three Thousand Nine Hundred Twenty Dollars and Zero Cents (\$73,920.00)

The Parties agree that the work identified herein constitutes all of the additional owner requested scope, changes or modifications arising out of this Agreement.

The Parties agree that all other provisions of the Inspector of Record Services Agreement entered into and executed by the Parties on **October 20, 2021** remain in full force and effect. The Inspector of Record agrees that any provisions, limitations and exclusions in its proposal, Exhibit "F" hereto, are stricken for all purposes and are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.

IN WITNESS THEREOF, the Parties hereto execute this Amendment No. 002 and represented that each has authority to do so on the dates set forth below:

OXNARD SCHOOL DISTRICT:

By: _____
Lisa Franz
Director, Purchasing

Date:

Kenco Construction Services, Inc.

By: _____
Ken Hinge, President

Date:

EXHIBIT “F”

PROPOSALS ATTACHED



DSA INSPECTIONS / MANAGEMENT
A Division of the State Architects

www.kencoconstructionservices.com

EIN #27-2782038
SOS Corp. # 3245180

"Building Safe Schools"

2nd Proposal Extension for DSA "Onsite" Inspections.

Date: 02-01-24

Project Client: **Oxnard School District**
1055 South C Street
(805) 385-1514

Proposed Projects: **Rose Avenue – K-5 New School Campus**
220 S. Driskill Street, Oxnard, Ca. 93030

DSA App. Number: #03-119284 **DSA File Number:** 56-22

Proposed Scope of Work: One Class 1 inspector to provide certified inspections for the construction and completion of Phase One of the new Rose Elementary School and campus, including site utilities per the DSA approved drawings. All documentation and DSA requirements included. Due to unforeseen conditions, this proposal is estimated to cover inspections to the end of April, 2024 for Phase One only.
NOTE: Laboratory, geo/soil or special inspections are not included.

Project Rate: \$105.00 per hour for DSA inspections with a 4-hour minimum per site visit until the approved drawings are complete.
Unless additional work becomes necessary per the district, the hours are estimated not to exceed 8 hrs. per day. OT rate is \$157.50 per hr.

Estimated Cost: Estimated 2nd Extension Proposal Start Date: **January 1st, 2024**
Estimated Completion Date: **April 30th, 2024**
4 months = 88 days = 704 hrs. (@ \$105.00 per hr.)..... **\$ 73,920.00**

Total Estimated Proposal: \$ 73,920.00

Note: Please be advised that all inspections are subject to contractor performance. Therefore, the total cost proposal is an estimate and subject to increase or credit.

Project Inspector Agency Agreement and Contract Duties:

KENCO Construction Services agrees to provide continuous inspection of work for compliance with approved contract documents and California Building Codes, including Title 24. Project Inspector duties are outlined in Title 24, Part 1, Chapter 4, Section 4-333 thru 4-342 California Code of Regulations, including DSA Interpretation of Regulations A-6, A-7, A-8, and as incorporated in the following sections:

KENCO Construction Services, Inc.
4664 Romola Ave. La Verne, Ca. 91750
Phone: (714) 981-2752 - E-mail: kenhinge@kenco-inc.com

1. Represent the client under the guidance of the Architect, Construction Manager or designated agent.
2. Attend all planning, pre-con conferences, project meetings, or meetings as required by the client.
3. Monitor or observe all special inspections performed by the client-contracted testing laboratory as required by the Testing and Inspection Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by the special inspectors. Perform or monitor testing for Torque, Epoxy, and Pull Tests as required.
4. The client and the inspector shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this agreement and the contract documents.
5. This Agreement shall begin on or about **January 1st, 2024**, and remain in effect continuously until completed, or terminated in writing. This Contract is intended to be an agency agreement and may be terminated in 30 days by either party with, or without cause. This agency agreement shall be assignable to other schools within the district and shall apply to other inspectors as requested and approved by the district. The district shall not employ, contract, or engage in business or mutually beneficial relationship with any inspectors introduced to the District through KENCO Construction Services for a period of two (2) years after the dissolution of any contracts through KENCO Construction Services, unless written permission is granted prior to each relationship.
6. **The Oxnard School District** agrees to pay KENCO Construction Services, Inc. our monthly invoice for project services, billed at a rate of **\$105.00 per hour DSA inspection**, within 15 working days of receipt of invoice. Each monthly billing shall separately identify hours and charges for each individual school, consistent with required site accounting. KENCO Construction Services shall provide all necessary cell phones, laptop computers, digital cameras, and any equipment necessary to maintain proper documentation and administration functions throughout the duration of the project. The district shall provide all office space, utility lines, and equipment necessary per the project specifications.
7. KENCO Construction Services shall provide to the district at the end of the project all documentation in a professional format, either in binders or on a computer CD.
8. KENCO Construction Services shall not bill the client for any time not directly paid to the project inspectors working directly on the project. A DSA certified project manager will be assigned to oversee the project inspector to ensure accurate reporting of all activities and DSA compliance. Should any emergency arise where the consultant/inspector becomes absent, on vacation, or is not able to be on site due to causes beyond his/her reasonable control, the DSA certified project manager will provide inspections until the IOR returns.

X *Kenneth Hinge*

Ken Hinge, President
KENCO Construction Services, Inc.
Date: 02-01-24

X _____

District Authorized Agent
Oxnard School District
Date:

**OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
INSPECTOR OF RECORD SERVICES TO BE PROVIDED FOR
ROSE AVENUE ELEMENTARY SCHOOL RECONSTRUCTION
FACILITY CONSTRUCTION PROJECT**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 20th day of **October 2021**, by and between the **Oxnard School District** (“District”), with offices located at 1051 South “A” Street, Oxnard, California 93030, and **Kenco Construction Services, Inc.** (“Consultant”), with a business address located at 4664 Romola Ave., La Verne, California 91750. District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as “Parties”.

RECITALS

A. District is authorized by California Government Code section 53060 and District’s 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 Proposal (“Proposal”), the performance of certain services, with the precise scope of work to be specified at the time of assignment of the work.

B. Following submission of a Proposal for the performance of services, Consultant was selected by District to perform services on behalf of the District at the District’s sole discretion.

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

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:

OPERATIVE PROVISIONS

- 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. Scope of Services.** The Scope of Services to be assigned to Consultant pursuant to issuance of a Purchase Order, is further defined in **Exhibit “D” – Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed qualified by District as described in this Agreement.
- 3. Term of Agreement.** Subject to earlier termination as provided for below, this Agreement shall remain in effect from October 21, 2021 through September 20, 2023 (the “Term”). This Agreement is a single service Agreement specific to requested services to be performed for the **Rose Avenue Elementary School Reconstruction Project, 220 S. Driskill St., Oxnard, CA 93033** (“Project”), as described in **Kenco Construction Services, Inc’s Proposal dated June 15, 2021**.

4. **Time for Performance.** The scope of Services set forth in **Exhibit “D”** shall be completed during the Term referenced under item Section 3 above. If Services indicated in **Exhibit “D”** cannot be completed within the schedule set forth under Section 3 above, it is the responsibility of the Consultant to notify District no later than ten (10) days prior to the completion date for the Services, 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. For this Agreement, the completion date for Services is September 20, 2023. 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.
5. **Additional Services.** Additional Services are services in addition to the Services set forth in this Agreement that are provided by Consultant pursuant to a written request by the District. Additional Services will require a written request or pre-authorization in writing by District, subject to specific approval processes of such services, to the extent required by District and which may be further determined at the time District receives a proposed cost for the requested 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.
6. **Compensation and Method of Payment.** In exchange for Consultant’s services, District shall pay an amount to Consultant not to exceed the amount set forth in **Exhibit “A” – Compensation & Rate/Fee Schedule**, attached hereto and incorporated by reference herein. This Agreement is to be invoiced to the District in the form of Progress Payments. 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. If any expenses stated within Consultant’s invoice are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.
- a. 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.
7. **Responsibilities of Consultant:**
- a) Consultant shall perform all Services as indicated in this Agreement to the Satisfaction of District.
- b) The specific Services of Consultant to be performed shall be indicated in **Exhibit “D”**, attached to this Agreement.

- c) Consultant hereby represents and warrants that (a) it is an experienced consultant in the discipline(s) identified in **Exhibit "D,"** having the skill, legal and professional ability, and 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 from all Authorities Having Jurisdiction ("AHJ") including, but not limited to, the Division of the 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 Substance 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) it will assume all responsibility for all Services performed and all work prepared and furnished to District by its employees, agents, and subconsultants; (e) it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the schedule and/or Term set forth in this Agreement; and (f) 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 any applicable 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.

8. 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. 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 District's Program Manager, Caldwell Flores Winters, Inc. ("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 requested by Consultant, District shall provide information as to the requirements and educational program for each project assigned by Agreement, 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, at its sole discretion, provide for the timely approval and execution of the Agreement, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.

- 9. Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, 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.
- 10. Termination.** This Agreement and/or all or part of the Services contained herein 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, 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, or the Services, for cause, in the event of a Default by giving written notice pursuant to Section 13 below; or
 - c) Consultant may terminate this Agreement at any time upon thirty (30) calendar days' written notice to the District, if District fails to make any undisputed payment to Consultant when due and where such failure remains uncured for forty-five (45) calendar days after Consultant's written notice to District.
- 11. Similar or Identical Services.** In the event this Agreement, 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, and upon such terms and in such manner as District may determine appropriate.
- 12. Inspection and Final Acceptance.** District's acceptance of any work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions within this Agreement, unless otherwise expressly stated.
- 13. Default.**
- a) Failure of Consultant to perform any Services or comply with any provisions of this Agreement constitutes a Default. District may terminate all or any portion of this Agreement, or the Services, for cause, in the event of a Default. The termination shall be effective if (i) Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District; and/or (ii) if the cure by its nature takes longer, and thereby the Consultant fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and fails to diligently prosecute such cure to the satisfaction of District. If Consultant has not cured the Default, District may withhold 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 rights at law and in equity, nor a waiver of any rights arising out of any provision of this Agreement.
 - b) 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 Agreement.

- 14. 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 Consultant. Upon completion, expiration, or termination of this Agreement, Consultant shall turn over to District all such Documents.
- 15. Use of Documents by District.** If and to the extent that District utilizes any Documents, for any purpose not related to this Agreement and/or the Project, Consultant’s guarantees and warranties related to Standard of Performance under this Agreement shall not extend to such use of the Documents.
- 16. 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 four (4) years after termination or expiration of this Agreement, 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 for a minimum of four (4) 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 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.
- 17. 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 that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement. Consultant shall complete this Agreement 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.

- 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 officers, agents, and 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.

18. 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 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. 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, the standard of care utilized by persons engaged in providing services similar to those required of Consultant under this Agreement for California school districts in or around the same geographic area of District (the "Standard of Performance").

19. 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 ("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 Services 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.

20. Conflict 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. 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 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.

- a) Bylaws of the Board 9270 BB 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 (i) 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”; 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)

21. 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 Board members, officers, officials, employees, agents, or volunteers 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 “C,”** 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.

22. 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.

23. Non-Discrimination. Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 42 U.S.C. 2000e 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.

24. 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

25. 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, Services or obligations under this Agreement without the prior written consent of

District and approval by District's Board of Trustees. 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.

- 26. 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 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. Any and all subcontractors utilized by Consultant under this Agreement and/or for the Project must maintain any required licenses or certifications.
- 27. 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.
- 28. 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.
- 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.
- 29. Indemnification.**
- a) For all liability either found by a court of competent jurisdiction, or as agreed to by the Parties, other than that liability arising out of the professional services of Consultant as described in **Exhibit "D,"** Consultant agrees to indemnify, defend and hold harmless District and its Board members, officers, officials, employees, and agents ("Indemnified Parties"), from and against any and all claims, actions, losses, damages, judgments, and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts of any person or entity under the control of the Consultant and for any costs or expenses (including but not limited to attorneys' fees) incurred by District on account of any claim, except where such indemnification is prohibited by law. Consultant's indemnification obligation applies to District's active as well as passive negligence but does not apply to District's sole negligence or willful misconduct.
- b) For liability arising out of the performance of its professional services under this Agreement, Consultant agrees to indemnify, defend, and hold harmless District and its Indemnified Parties, from and against any and all claims, actions, losses, damages, judgments, and/or liabilities, to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. In no event shall such cost to defend that is charged to the Consultant exceed Consultant's proportionate percentage of fault. Consultant's indemnification obligation does not apply to District's sole negligence or willful misconduct.
- c) Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor or sub-consultant retained or employed by Consultant in the performance of this Agreement. 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.

KA (Initials)

30. 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 “B”** 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. Any Consultant subcontractors and/or sub-consultants must maintain the necessary insurance coverages as provided for in this Agreement, including but not limited to **Exhibit “B.”**

31. 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: Dr. Karling Aguilera-Fort, Superintendent
Re: Rose Ave Reconstruction Project

With electronic copy to: Caldwell Flores Winters, Inc.
Oxnard School District Sr. Program Manager
815 Colorado Boulevard, Suite 201
Los Angeles, CA 90041
Attention: Rick Ostrander
Telephone: (323) 202-2550
Email: rostrander@cfwinc.com

To Consultant: Kenco Construction Services, Inc.
4664 Romola Ave.
La Vern, CA 91750
Attention: Kenneth Hinge, President
Telephone(714) 981-2752
Email: kenhinge@kenco-inc.com

All notices, demands, or requests to be given under this Agreement 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.

32. Disputes. Except in the event of the District’s failure to make an undisputed payment due the Consultant, notwithstanding any disputes between the District and Consultant hereunder, the Consultant shall continue to provide and perform the Services and authorized Additional Services pending a subsequent resolution of such disputes. Any and all disputes under this Agreement between the District and Consultant shall be submitted for resolution for non-binding mediation. If such disputes cannot be resolved through mediation, all remaining disputes shall be resolved by binding arbitration conducted under the auspices of AAA and the AAA Construction Industry Arbitration Rules. The foregoing notwithstanding, as an express condition to the

Consultant's commencement of arbitration proceedings hereunder, the Consultant shall comply with all applicable requirements of Government Code section 900, *et seq.*

- 33. 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 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.
- 34. 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. 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.
- 35. Amendment.** No changes, amendments, alterations, or modifications of this Agreement 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.
- 36. Waiver.** Waiver by any Party 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. None of the provisions of this Agreement 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 shall be construed to operate as a waiver of any rights under this Agreement, and Consultant shall remain liable to District in accordance with this Agreement 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.
- 37. Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, or the Services, venue in state trial courts shall lie exclusively in the County of San Bernardino, California.
- 38. 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).
- 39. 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

Lisa A. Franz
Signature

LISA A. FRANZ
Typed Name/Title

10-22-2021
Date

KENCO CONSTRUCTION SERVICES, INC.

Kennel Kyji
Signature

President
Typed Name/Title

10-15-21
Date

Tax Identification Number: 27-2782038

EXHIBIT "A"

COMPENSATION & RATE/FEE SCHEDULE

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

Total Not to Exceed Fee = \$367,080.00

II. Consultant may utilize subcontractors as permitted in the Agreement. 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, 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. 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 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 Agreement.

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

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.

A. 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.

Exhibit "A"

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Chief Business Official. 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.

The total compensation for the Services shall be provided for in this Agreement.

V. Compensation Upon Termination. In the event that District suspends or terminates this Agreement, or any of the Services pursuant to Section 10 or Section 11(a) of the Agreement, District will pay Consultant as provided herein for all Services and authorized Additional Services actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement as compensation for the Services completed, plus any authorized Additional Services 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.

Exhibit "A"

EXHIBIT "B"

INSURANCE

I. Insurance Requirements. Consultant shall provide and maintain insurance, acceptable to District Superintendent and/or District's 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, 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) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

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:

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 thirty (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 Board members, officers, officials, employees, agents, 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.

Exhibit "B"

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, 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 Board members, officers, officials, employees, agents, 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.

Exhibit "B"

EXHIBIT "C"

BACKGROUND CHECK AND FINGERPRINTING PROCEDURES FOR CONTRACTORS

The Consultant 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 Agreement in compliance with Education Code sections 45125.1 and 45125.2. To assure these provisions, the Consultant'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 Consultant shall barricade the work area to separate its workers from the students. Costs associated with this process are the responsibility of the Consultant.

The Consultant's 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 Needles Unified School District's ("District") Purchasing Office **prior to** the start of the work.

Education Code sections 45125.1 and 45125.2 require that criminal checks be completed for contractors who provide construction, janitorial, administrative, grounds and landscape maintenance, pupil transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the District as follows:

That I am a representative of the Consultant currently under contract ("Agreement") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Consultant certifies that it has taken the following actions with respect to the construction Project that is the subject of the Agreement:

1. Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of work, a physical barrier at the Project site, which will limit contact between Consultant's employees and District pupils at all times (mandatory for all projects); AND
2. The Consultant has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant'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 DOJ has determined that none of those employees has a pending criminal proceeding for a felony or has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Consultant'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
3. Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant whom the California DOJ has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Consultant's employees and its subcontractors' employees is:

Name: *Kemal Taj*
Title: *President*

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 Consultant shall come in contact with District pupils.

Consultant'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 Consultant.

Date: 10-15-21

Proper Name of Consultant: KENNETH HINGE

Signature: 

By: _____

Its: _____

EXHIBIT "D"

SCOPE OF SERVICES

Outlined in Kenco Construction Services, Inc.'s Attached Proposal, dated September 20, 2021

EXHIBIT "E"
TO AGREEMENT FOR CONSULTANT SERVICES #21-140

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 District's Conflict of Interest Code (commencing with Bylaws of the Board 9270 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 do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **KENCO CONSTRUCTION SERVICES, INC.**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: 10-22-2021

By: 
Lisa A. Franz
Director, Purchasing



DSA INSPECTIONS / MANAGEMENT
A Division of the State Architects

www.kencoconstructionservices.com

EIN #27-2782038
SOS Corp. # 3245180

"Building Safe Schools"

Proposal for DSA "Onsite" Inspection.

Date: 09-20-21

Project Client: **Oxnard School District**
1055 South C Street
(805) 385-1514

Proposed Projects: **Rose Avenue – K-5 New School Campus**
220 S. Driskill Street, Oxnard, Ca. 93030

DSA App. Number: #03-119284 **DSA File Number:** 56-22

Proposed Scope of Work: One Class 1 DSA Project Inspector to provide certified inspections for the construction of a new elementary school and campus, including site utilities per the DSA approved drawings. Also included is the inspection of the demolition of the existing school and all site work. All documentation and DSA requirements included.
NOTE: Laboratory, geo/soil or special inspections are not included. Due to cost increases, Class 1 inspection rate will increase to \$95.00 on November 1st, 2021.

Project Rate: \$95.00 per hour for DSA inspections with a 4-hour minimum per site visit until the approved drawings are complete.
Unless additional work becomes necessary per the district, the hours are estimated not to exceed 8 hrs. per day. OT rate is \$142.50 per hr.

Estimated Cost: Estimated Start Date: **October 1st, 2021**
Estimated Completion Date: **September 1st, 2023**
23 months = 483 days = 3864 hrs. (@ \$95.00 per hr.). **\$ 367,080.00**

Total Estimated Proposal: \$ 367,080.00

Note: Please be advised that all inspections are subject to contractor performance. Therefore, the total cost proposal is an estimate and subject to increase or credit.

Project Inspector Agency Agreement and Contract Duties:

KENCO Construction Services agrees to provide continuous inspection of work for compliance with approved contract documents and California Building Codes, including Title 24. Project Inspector duties are outlined in Title 24, Part 1, Chapter 4, Section 4-333 thru 4-342 California Code of Regulations, including DSA Interpretation of Regulations A-6, A-7, A-8, and as incorporated in the following sections:

KENCO Construction Services, Inc.
4664 Romola Ave. La Verne, Ca. 91750
Phone: (714) 981-2752 - E-mail: kenhinge@kenco-inc.com

1. Represent the client under the guidance of the Architect, Construction Manager or designated agent.
2. Attend all planning, pre-con conferences, project meetings, or meetings as required by the client.
3. Monitor or observe all special inspections performed by the client-contracted testing laboratory as required by the Testing and Inspection Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by the special inspectors. Perform or monitor testing for Torque, Epoxy, and Pull Tests as required.
4. The client and the inspector shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this agreement and the contract documents.
5. This Agreement shall begin on or about **October 21st, 2021**, and remain in effect continuously until completed, or terminated in writing. This Contract is intended to be an agency agreement and may be terminated in 30 days by either party with, or without cause. This agency agreement shall be assignable to other schools within the district and shall apply to other inspectors as requested and approved by the district. The district shall not employ, contract, or engage in business or mutually beneficial relationship with any inspectors introduced to the District through KENCO Construction Services for a period of two (2) years after the dissolution of any contracts through KENCO Construction Services, unless written permission is granted prior to each relationship.
6. **The Oxnard School District** agrees to pay KENCO Construction Services, Inc. our monthly invoice for project services, billed at a rate of **\$95.00 per hour DSA inspection**, within 15 working days of receipt of invoice. Each monthly billing shall separately identify hours and charges for each individual school, consistent with required site accounting. KENCO Construction Services shall provide all necessary cell phones, laptop computers, digital cameras, and any equipment necessary to maintain proper documentation and administration functions throughout the duration of the project. The district shall provide all office space, utility lines, and equipment necessary per the project specifications.
7. KENCO Construction Services shall provide to the district at the end of the project all documentation in a professional format, either in binders or on a computer CD.
8. KENCO Construction Services shall not bill the client for any time not directly paid to the project inspectors working directly on the project. A DSA certified project manager will be assigned to oversee the project inspector to ensure accurate reporting of all activities and DSA compliance. Should any emergency arise where the consultant/inspector becomes absent, on vacation, or is not able to be on site due to causes beyond his/her reasonable control, the DSA certified project manager will provide inspections until the IOR returns.

X  _____

Ken Hinge, President
 KENCO Construction Services, Inc.
 Date: 09-20-21

X  _____

District Authorized Agent
 Oxnard School District
 Date: 10-22-2021

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 06, 2024

Agenda Section: Section D: Action Items

Ratification of Assistant Superintendent, Educational Services, Employment Agreement (DeGenna)

On February 7, 2024, the Board voted to appoint Dr. Aracely Fox to the position of Assistant Superintendent, Educational Services, pending contract approval. The Employment Agreement Between the Oxnard School District and Dr. Aracely Fox, Assistant Superintendent, Educational Services, is presented for the Board's consideration. The term of the agreement is for March 1, 2024 - June 30, 2027.

FISCAL IMPACT:

\$203,500.00 annually

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees ratify the employment agreement for Dr. Aracely Fox, Assistant Superintendent, Educational Services, as presented.

ADDITIONAL MATERIALS:

Attached: [Assistant Supt Employment Agreement A Fox \(10 pages\)](#)

EMPLOYMENT AGREEMENT FOR ASSISTANT SUPERINTENDENT OF
EDUCATIONAL SERVICES OXNARD SCHOOL DISTRICT

This Agreement is entered into the 6th day of March 2024, by and between the Board of Trustees ("Board") of, and on behalf of, the Oxnard School District ("District"), and Dr. Aracely Fox ("Assistant Superintendent") and constitutes a bilateral and binding Contract between the parties.

NOW THEREFORE, in consideration of the provisions and mutual promises contained herein, the District and the Assistant Superintendent agree to the following:

1. TERM OF AGREEMENT: The District hereby employs the Assistant Superintendent and the Assistant Superintendent agrees to be employed as the District's Assistant Superintendent for a term commencing March 1, 2024 and ending June 30, 2027 subject to the terms and conditions set forth herein.

2. DUTIES AND RESPONSIBILITIES
 - 2.1 The Assistant Superintendent shall faithfully perform the duties and responsibilities of the Assistant Superintendent of Educational Services as imposed by the laws of the state of California and as further described in the District's job description. (Exhibit A, attached hereto and incorporated herein by reference). Such duties shall be performed under the supervision and direction of the District Superintendent.

 - 2.2 All powers and duties that may lawfully be delegated to the Assistant Superintendent are to be performed and executed by the Assistant Superintendent in accordance with the policies adopted by the Board and subject to those powers specifically vested in the Board by the California Education Code.

 - 2.3 The Assistant Superintendent shall devote her productive time, ability and attention to the business of the District and shall be available twenty-four hours a day for that purpose, except as otherwise provided below.

 - 2.4 The Assistant Superintendent shall have a work year consisting of 245 workdays plus 16 legal and school holidays.

 - 2.5 The Assistant Superintendent shall also perform such other duties that are consistent with her qualifications as may be assigned to her from time to time.

3. **OUTSIDE PROFESSIONAL ACTIVITIES:** The Assistant Superintendent may utilize accrued, unused vacation entitlements to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations. Outside professional activities may be performed for consideration provided they do not interfere with or conflict with the Assistant Superintendent 's performance of her duties under this Agreement.
4. **SALARY:**
 - 4.1 The salary of the Assistant Superintendent shall be two hundred three thousand five hundred dollars (\$203,500.00) per year for the term of this Agreement, payable on the last working day of each calendar month.
 - 4.2 The Board reserves the right to increase the annual salary of the Assistant Superintendent. Increases in the annual base salary shall be merit-based and shall be dependent upon the Assistant Superintendent accomplishing or satisfying predetermined goals and objectives. The District Superintendent shall develop these goals and objectives with the assistance and input of the Assistant Superintendent by September 30 for the initial term and by July 1st, of each year of this Agreement, if the Agreement is extended. The Superintendent shall endeavor to perform an assessment by March 1st of each year to determine whether the goals and objectives have been satisfied. The evaluation shall be completed by no later than June 30th of each year. The evaluation shall be presented to the Board annually in a written report and shall specifically reference the performance responsibilities as delineated in the job description. The Board shall then decide whether salary increases are warranted.
5. **HEALTH BENEFITS:**
 - 5.1 In addition to the compensation and benefits described in Articles 4 and 6, the Assistant Superintendent shall be provided with group health and welfare benefits currently available to certificated management. Group health and welfare benefits may be amended, changed, or modified by approval or resolution of the Board.
6. **OTHER BENEFITS:**
 - 6.1 The Assistant Superintendent shall be entitled to the doctoral and bilingual stipends and longevity earned by certificated managers in the District.
7. **SICK LEAVE:** The Assistant Superintendent shall receive twelve (12) days paid sick leave per year.

8. VACATION:

8.1 The Assistant Superintendent shall be entitled to twenty-five (25) working days annual vacation with pay, for each year of service pursuant to this Agreement, supplemented by longevity vacation days provided District management personnel. The twenty-five (25) vacation days shall be credited to the Assistant Superintendent at the beginning of each school year. The Assistant Superintendent may accrue up to thirty (30) days of unused vacation to carry over into the next school year. When combined with next year's allotment, the total shall not exceed thirty (30) days. Any days in excess of thirty (30) days will be cashed out at the Assistant Superintendent's daily rate of pay and will be paid after June 30th of each year of this Agreement.

8.2 In addition, the Assistant Superintendent is entitled to the same holidays granted management employees.

8.3 In the event of termination of this Agreement, the Assistant Superintendent shall be compensated for accrued and unused vacation, not to exceed thirty (30) days, at the then current daily rate of compensation (salary) or portion thereof.

9. EXPENSES: In accordance with its policies, the District shall reimburse the Assistant Superintendent for all actual reasonable and necessary expenses related to operation and activities of the Board and/or its members and the performance of the Assistant Superintendent duties, including but not limited to expenses related to conferences, seminars, and travel. The Assistant Superintendent shall submit receipts, invoices and an itemized list of expenses in support of a reimbursement request.

10. TRANSPORTATION: The Assistant Superintendent shall also be reimbursed for all her actual and necessary business mileage, as may be deemed necessary by the Superintendent, for miles driven during job-related activities outside of Ventura County at the standard District rate as the Board may establish.

11. PROFESSIONAL GROWTH

11.1 The District encourages the Assistant Superintendent to endeavor to continue her professional growth by all available means including attendance at professional meetings at the local, state and national level, seminars and courses offered by public or private institutions, and informal meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Assistant Superintendent to perform her professional duties. The Assistant Superintendent shall request permission from the Superintendent for her attendance at out-of-state meetings and periodically report to the

Superintendent her appraisal of the meetings. All out-of- state travel must be approved by the Board of Trustees.

- 11.2 The District shall provide a reasonable amount of time for the Assistant Superintendent to participate in such professional growth activities.
- 11.3 The Assistant Superintendent shall provide the District with a record of her participation in any activities held outside the County and a copy of receipts for the costs involved.
- 11.4 The Assistant Superintendent shall be reimbursed according to the procedures and parameters set forth in the District's policies and procedures, for necessary expenses incurred for those activities described in Article 10.
- 11.5 The District shall pay the Assistant Superintendent 's annual dues to two (2) professional organizations of the Assistant Superintendent 's choice.

12. PROFESSIONAL LIABILITY

- 12.1 The District agrees that it shall defend, hold harmless and indemnify the Assistant Superintendent from any demands, claims, actions, suits, or legal proceedings brought against the Assistant Superintendent for any incident arising out of the course and scope of her employment, provided, however, that if the District is providing a defense for the Assistant Superintendent on a matter which the Board deems in the best interest of the District to settle, the Assistant Superintendent agrees to assume full responsibility for her own defense should she pursue the matter.
- 12.2 The provisions of Article 11 shall not apply to any action brought against the Assistant Superintendent for a breach of or dispute arising out of this Agreement, by either party, any willful and wanton conduct giving rise to civil or criminal liability, or any violation of federal, state, county, or local laws or regulations.

- 13. GOALS AND OBJECTIVES: Within six months of the effective date of this Agreement, the Assistant Superintendent and the District Superintendent shall jointly develop Goals and Objectives for the performance of the Assistant Superintendent. These goals and objectives shall be among the criteria by which the Assistant Superintendent is evaluated pursuant to Article 13 below.

14. REPORTING AND EVALUATION

- 14.1 The Superintendent shall evaluate and assess, in writing, the performance of the Assistant Superintendent at least once each year during the term of this Agreement. Said evaluations shall be conducted in accordance with District policies and procedures.
- 14.2 The evaluation shall be presented to the Board annually in a written report and shall specifically reference the performance responsibilities as delineated in the job description. The evaluation is recognized as a confidential document and shall be duly protected as such.

15. REPRESENTATION AND WARRANTIES

- 15.1 Each party agrees that as a material inducement by the District to enter into this Agreement, the Assistant Superintendent has made certain representations and warranties regarding her abilities, fitness and expertise and that these representations and warranties shall survive the execution of this Agreement.
- 15.2 The Assistant Superintendent represents and warrants that the oral and written information she has submitted to the District regarding her qualifications, educational achievements, and degrees is true and correct.
- 15.3 The Assistant Superintendent represents and warrants that she has the full authority and right to enter into this Agreement without creating liability against herself and/or the District to any persons or entity not a party to this Agreement.

16. TERMINATION OF EMPLOYMENT

- 16.1 Termination by Mutual Consent. This Agreement may be terminated, during the term of the Agreement, by mutual agreement of the parties, evidenced by a separate agreement, in writing, which supersedes this Agreement.
- 16.2 Termination for Cause
 - 16.2.1 The District reserves the right to unilaterally terminate this Agreement for cause and without the consent of the Assistant Superintendent. Cause, under this Agreement is defined as any of the following:
 - 16.2.2 The failure or inability of the Assistant Superintendent to perform any substantial duties required under this Agreement, including failure to meet the written Goals and Objectives.

- 16.2.3 The commission by the Assistant Superintendent of any act of dishonesty, fraud, misrepresentation, or other acts of moral turpitude.
- 16.2.4 A substantial breach of any covenant or condition of this Agreement by the Assistant Superintendent, or a substantial breach of any representation or warranty made by the Assistant Superintendent in this Agreement.
- 16.2.5 The commission or omission of any act by the Assistant Superintendent which could constitute a permissible "for cause" termination under federal or California law.
- 16.2.6 Should the District terminate this Agreement for cause, as defined above, the District shall give written notice to the Assistant Superintendent, and shall specify the grounds for termination, and shall specify the effective date. Any termination by the District shall be without prejudice to any other remedy entitled to the District in law or equity or any other ground for termination stated in this Agreement. Any termination by the District for cause shall be without prejudice to the Assistant Superintendent 's right to challenge said decision in Superior Court pursuant to a breach of contract theory.

16.3 Termination At Will

- 16.3.1 The District reserves the right to terminate this Agreement "at will," without alleging or demonstrating cause and without the consent of the Assistant Superintendent. Any such termination shall be in writing and shall specify the effective date of the termination.
- 16.3.2 Each of the parties agree that as a condition precedent to the District's right to terminate this Agreement "at will" the District shall pay a maximum cash settlement, concurrently with the termination of the Assistant Superintendent, of an amount equal to twelve (12) months' salary, or the salary due on the remainder of the contract term, whichever is less, including health benefits only. The parties agree such payment is a fair, just and reasonable liquidated damage for the emotional distress or other compensable damages associated with separation under the circumstances existing at the time of the execution of this Agreement.
- 16.3.3 The Assistant Superintendent agrees that the liquidated damages described in Article 16.3.2 constitute her sole and exclusive remedy for any "at will" termination of this Agreement by the

District, and that she waives and relinquishes any other damage and assigns the benefits only to all right, title, and interest to any such damage to the District.

16.3.4 The parties also agree that in consideration for the receipt of the liquidated damages described in Article 16.3.2, the Assistant Superintendent shall:

16.3.4.1 Waive, release and discharge the District, the Board and each member of the Board against any and all liability arising out of the termination of this Agreement.

16.3.4.2 Indemnify and hold harmless the District, the Board and each member of the Board from any and all further damages, including all court costs and attorney fees arising from such termination.

16.3.4.3 Waive any and all rights under section 1542 of the California Civil Code and further waive any comparable principle of law, whether by statute or decision. In making such waiver, the Assistant Superintendent expressly understands that section 1542 provides, in part:

"A general release does not extend to claims which the creditor does not know or suspect to exist in her favor at the time of executing the release which, if known by her must have materially affected her settlement with the debtor."

16.3.5 The Assistant Superintendent reserves the right to unilaterally terminate the Agreement by delivering written notice to the District. The effective date of the termination shall be specified by the Assistant Superintendent but shall not exceed thirty days beyond the date of notice unless otherwise approved by the Board.

16.3.6 The District shall not be required to pay the liquidated damages described in Article 16.3.2 in the event that the Assistant Superintendent exercises her right to unilaterally terminate this Agreement.

16.3.7 Should the Assistant Superintendent voluntarily seek employment elsewhere during the term of this Agreement by accepting an interview for other employment, she shall indicate to the Superintendent in writing, her intention to do so.

16.3.8 Abuse of Office Provisions. In accordance with Government Code

section 53243, et seq., and as a separate contractual obligation, should the Assistant Superintendent receive a paid leave of absence or cash settlement if this Agreement is terminated with or without cause, such paid leave or cash settlement shall be fully reimbursed to the District by the Assistant Superintendent if the Assistant Superintendent is convicted of a crime involving an abuse of the Assistant Superintendent's office or position. In addition, if the District funds the criminal defense of the Assistant Superintendent against charges involving abuse of office or position and the Assistant Superintendent is then convicted of such charges, the Assistant Superintendent shall fully reimburse the District all funds expended for the Assistant Superintendent's criminal defense.

17. RENEWAL OF AGREEMENT. The District may, but is not required to, notify the Assistant Superintendent of its intent to continue to employ the Assistant Superintendent beyond the term of this Agreement.
18. SAVINGS CLAUSE. If, during the time it is in effect, any specific provision or clause of this Agreement is declared illegal or void under federal, state, or local law or regulation, the remainder of the Agreement not effected by such ruling shall remain in full force and effect.
19. AMENDMENT. Any amendment to this Agreement must be in writing and signed by the parties.
20. APPLICABLE LAWS. The interpretation and enforcement of this Agreement shall be governed by applicable laws of the State of California, the rules and regulations of the State Board of Education, and the lawful rules and regulations of the Oxnard School District. By this reference the laws, rules, regulations and policies are hereby made a part of this Agreement as though fully set forth at this point.
21. VENUE. If a dispute arises under this Agreement, the parties agree that venue shall be proper in a Superior Court within the County of Ventura.
22. ENTIRE AGREEMENT. This document is the full and complete agreement between the parties hereto, and it can be changed or modified only by a writing, signed by all parties or their successors in interest to this Agreement.
23. COUNTERPARTS. The District and the Assistant Superintendent may execute this document in separate counterparts. Should that occur, the Agreement is as valid and binding as if it were executed on a single copy.

IN WITNESS HEREIN we affix our signatures to this Agreement as the full and complete understanding of the relationships between the parties.

The Board duly approved the terms and conditions of this Agreement and the Board President is authorized to execute this Agreement on behalf of the Board of Trustees.

For the Board of Trustees:

By: _____
Veronica Robles-Solis, Board President

I hereby accept this contract of employment and agree to comply with the conditions thereof and to fulfill all of the duties of employment as Assistant Superintendent of Educational Services of the Oxnard School District.

Date of Acceptance: _____, 2024

Dr. Aracely Fox

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 06, 2024

Agenda Section: Section D: Action Items

Approval of New Classification, Job Functions, and Salary Range for Director of Communication & Public Engagement (DeGenna)

Education Code 45276 provides that “The governing board shall fix the duties of all positions as part of the classified service as required by Section 45109...The position duties shall be prescribed by the board and qualification requirements for the position class shall be prepared and approved by the Commission, required by this section, prior to issuance of an announcement calling for a competitive examination to fill position vacancies.”

The Director of Communication and Public Engagement job classification was created to oversee the District's public engagement and communications to ensure understanding and support for the District and its goals and objectives to support student learning and achievement. The incumbent will serve as a principal advisor and provide visionary and proactive leadership in the development, implementation, and direction of the District's internal and external communications, public engagement, marketing, and media relations programs and services.

This position was approved by the Personnel Commission on April 13, 2023.

FISCAL IMPACT:

The classification of Director of Communication & Public Engagement is being allocated to an annual salary range of \$116,513.00 to \$138,425.00 on the Classified Management salary schedule, to be paid 50/50 from General Fund and Expanded Learning Opportunity Grant Funds.

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees approve the new classification and job functions as well as recommended salary range for the Director of Communication & Public Engagement.

ADDITIONAL MATERIALS:

Attached: [Job Description - Director of Communication and Public Engagement \(4 pages\)](#)
[Management Salary Schedule \(2 pages\)](#)



Director of Communication and Public Engagement

Job descriptions are intended to present a descriptive list of the range of job functions performed by employees in the class. Job descriptions are not intended to reflect all duties and tasks performed within the job.

Purpose Statement

The job of Director of Communication and Public Engagement is done for the purpose/s of serving as a principal advisor and providing visionary and proactive leadership in the development, implementation, and direction of the District's internal and external communications, marketing and media relations programs and services; promoting the support for the District through public engagement; serving as a spokesperson for the District in media relations; supervising and collaborating with Web Content Analyst; and performing a variety of other job functions relative to assigned area of responsibility.

This job is distinguished from similar jobs by the following characteristics: This is a single position classification responsible for overseeing the District's public engagement and communications to ensure understanding and support for the District and its goals and objective in order to support student learning and achievement.

This job reports to the Superintendent or Designee.

Essential Functions

- Develops and implements the District's internal and external communications, marketing and media relations, and community engagement programs and services for the purpose of assuring District communications are in alignment with the mission, vision, and values of the Board of Education and Superintendent of Schools.
- Plans comprehensive marketing and media processes (e.g. press releases, media relations, community outreach, social media, websites and other outlets; create daily media coverage, etc.) for the purpose of enhancing the understanding, transparency, awareness and support of the District's strategic goals, operations and programs.
- Serves as a liaison and public relations and community engagement strategist and principal advisor to the Superintendent of Schools regarding District initiatives, goals and priorities planning for the purpose of focusing on forward-looking messaging and strategic communications.
- Develops strategic leadership to a visionary and proactive community engagement program for the purpose of promoting public education and functions and services of the District utilizing business, philanthropic and community resources.
- Serves as the spokesperson for the District; coordinates press conferences and the releases of information to the media and the public; and issues or directs the issuance of official statements on behalf of the District for the purpose of advocating for District positions and initiatives.
- Oversees a marketing program that enhances the District's image in the eye of the public, elected officials, and corporate community for the purpose of developing and maintaining brand image, positioning and messaging for the District.
- Monitors assigned budget allocations, expenditures, fund balances and related financial activities for the purpose of ensuring that allocations are accurate, revenues are recorded, expenses are within budget limits and/or fiscal practices are followed.

- Consults with appropriate departments on internal/external communications issues and the production of publications and presentation materials for the purpose of ensuring agency-wide communication are in compliance with stated policies and procedures.
- Performs personnel functions (e.g. interviewing, evaluating, training, supervising, etc.) for the purpose of maintaining adequate staffing, enhancing productivity of personnel and achieving objectives within budget.
- Collaborates with the Information Technology Services to further the progress of communications technology for the purpose of promoting the quality of interchange necessary for internal and external audiences.
- Researches a variety of topics (e.g. public policy, education code constraints, labor cases, etc.) for the purpose of ensuring compliance with regulatory requirements and established guidelines; securing information for planning; and/or responding to requests.
- Facilitates and participates in a variety of meetings, workshops, conferences, seminars; serves on assigned committee; conducts presentations for the purpose of identifying issues, developing recommendations, supporting other staff, and serving as a District representative.
- Develops and prepares a wide variety of documents and written or electronic materials (e.g. emergency and crisis management communications, press releases, newsletters, etc.) for the purpose of documenting activities and issues, conveying information, meeting compliance requirements, and/or providing supporting materials.
- Compiles data from a wide variety of sources (e.g. community groups, Board, staff/departments, etc.) for the purpose of analyzing issues, ensuring compliance with organization policies and procedures, and/or monitoring program components.

Other Functions

- Performs reasonably related other job functions and tasks as may be required for the purpose of supporting other personnel in the completion of their work activities and ensuring the efficient and effective functioning of the school district.

Job Requirements: Minimum Qualifications

Skills, Knowledge and Abilities

SKILLS are required to perform multiple, technical tasks with a need to occasionally upgrade skills in order to meet changing job conditions. Specific skill based competencies required to satisfactorily perform the functions of the job include: operating standard office equipment including utilizing pertinent software applications; planning and managing multiple projects; developing and administering budgets; and skillful in public speaking.

KNOWLEDGE is required to perform basic math, including calculations using fractions, percents, and/or ratios; review and interpret highly technical information, write technical materials, and/or speak persuasively to implement desired actions; and analyze situations to define issues and draw conclusions. Specific knowledge based competencies required to satisfactorily perform the functions of the job include: strategies of preparing and disseminating communications and media for a large public sector organization; marketing and media relations, and community engagement programs and services; media press releases, media relations, community outreach, social media, and websites; project management techniques; issues and challenges facing large, diverse, urban school districts; public education trends and issues; diverse needs and concerns of individuals from varying socioeconomic and cultural backgrounds; survey research and planning methodologies; supervision and training; and budget preparation and control.

ABILITY is required to schedule a number of activities, meetings, and/or events; often gather, collate, and/or classify data; and consider a number of factors when using equipment. Flexibility is required to independently work with others in a wide variety of circumstances; analyze data utilizing defined but different processes; and operate equipment using a variety of standardized methods. Ability is also required to work with a diversity of individuals and/or groups; work with a variety of data; and utilize a variety of job-related equipment. Problem solving is required to analyze issues and create action plans. Problem solving with data frequently requires independent interpretation of guidelines; and problem solving with equipment is moderate to significant. Specific ability based competencies required to satisfactorily perform the functions of the job include: communicating with diverse groups; meeting deadlines and schedules; setting priorities; working as part of a team; working independently in a variety of situations; flexible to changing conditions; making quick and accurate decisions; working with multiple projects; developing and monitoring budgets; dealing with frequent interruptions and changing priorities; supervising and evaluating the performance of assigned personnel; maintaining confidentiality; communicating effectively both orally and in writing and in making presentations; planning and organizing work; and facilitating communication between persons with frequently divergent positions.

Responsibility

Responsibilities include: working under limited supervision following standardized practices and/or methods; directing other persons within a department, large work unit, and/or across several small work units; monitoring budget expenditures. Utilization of resources from other work units is often required to perform the job's functions. There is some opportunity to significantly impact the organization's services.

Work Environment

The usual and customary methods of performing the job's functions require the following physical demands: some lifting, carrying, pushing, and/or pulling, some stooping, kneeling, crouching, and/or crawling and significant fine finger dexterity. Generally the job requires 80% sitting, 10% walking, 10% standing. The job is performed under minimal temperature variations and in a generally hazard free environment.

Experience: Job related experience with increasing levels of responsibility is required.

Education: Bachelors Degree in related field.

Equivalency: Any combination equivalent to a Bachelor's degree in english, communications, journalism, marketing, public relations or related field. A Master's degree in one of these disciplines is highly desirable. Four (4) years of experience in coordinating, developing, and implementing communications, community engagement, media, and public relations activities including writing, editing, designing and layout of publications. Experience communicating effectively, both orally and in writing, in Spanish is highly desirable.

Required Testing

Job-Related Skills Proficiency Test

Certificates

Valid Driver's License & Evidence of Insurability

Continuing Educ./Training

Mandated Reporter Training

Clearances and Licenses

Criminal Background Clearance

FLSA Status

Job Description:

Approval Date

Salary Range

Printed 2/28/24 Page 3

Exempt

4/13/2023

CLASS Mgmt - M

Revised Date

Working together to achieve the Oxnard School District vision for student success

CLASSIFIED MANAGEMENT COMPENSATION AND BENEFIT PROGRAM:

2023-2024

(Effective retroactive to 7-1-2023)

This Policy and the salary schedules below shall govern the determination of compensation and benefits for all classified management positions of the Oxnard School District.

Vacation Days. Management employees shall be granted additional vacation days based on years of management service to the Oxnard School District as scheduled below:

Vacation Days

	Management Service	11 Months	12 Months
Years 1 – 3		20	22
Years 4 – 7		21	23
Years 8 – 11		22	24
Years 12 – 15		23	25
Years 16 or more		24	26

Annual Salary: An annual salary is earned during the period beginning July 1 and ending June 30.

Method of Payment: The annual salary will be divided by the number of months in which paid days occur. The total number of months of service will be paid in equal installments starting with the first month in which service occurs.

Stipend for Doctorate: An annual stipend of \$750 will be granted to management staff with an earned doctorate degree. As of July 1, 2023 annual doctoral stipend will increase to \$1,000.

Anniversary Increments: Anniversary increments shall be added to the salary schedule of all management positions at the beginning of the 6th, 9th, 12th, 15th, 18th, 21st, and 24th years of service. This formula yields anniversary increments with the following dollar values: \$1,808, \$3,615, \$5,423, \$7,230, \$9,038, \$10,845, and \$12,653. The dollar values for anniversary increments shall automatically adjust based upon future salary adjustments.

Implementation of Salary Schedule: Except as noted below, initial placement of all new management employees will be to the first step of the appropriate salary schedule for the position.

A salary increment shall be granted on each anniversary date to a maximum of the third step. The anniversary date shall be each July 1 after completion of 155 days of paid status in the appropriate position.

Credit for Out of District Management Experience: Effective July 1, 1989, all currently assigned and new certificated and classified management staff will be granted ½ (a half) longevity credit for management experience in other school districts. This longevity credit is applicable to anniversary increments only.

When an employee is promoted into a position with a higher annual salary maximum, the employee shall be placed on the salary step of the new position that effectuates an increase in the employee's current per diem rate. The Board of Trustees may grant initial placement up to and including the third step for acceptable and equivalent prior experience.

Duties Assigned Beyond the Regularly Designated Duty Year: Management employees who are assigned by mutual agreement to administrative duties beyond their regularly designated duty year shall be compensated at their per diem rate of pay.

Health and Welfare Benefits: Effective October 1, 2021, the District will make an annual contribution equivalent to that of OEA’s District contribution towards the premium for the following group health insurance programs:

- A. Health and Accident
- B. Dental with/Ortho
- C. Vision
- D. Life Insurance

Classified Managers Hired prior to June 30, 2012: For any Classified Manager employed by the District prior to June 30, 2012, the District shall provide (a) health and accident, (b) dental, (c) vision, and (d) life insurance premiums for Management employees and dependents retiring after reaching their 55th birthday provided such employees have given 15 years of service in the California Public School System and in the Oxnard School District for the eight consecutive years preceding the date of retirement. These benefits will be provided until the retiree reaches the age of 69.

Pending Board Approval:

Classified Managers Hired after July 1, 2012:

Classified Managers hired on or after July 1, 2012 are not eligible to receive District-paid retiree benefits.

Retirement Contribution Benefits: The District shall provide to management the provisions contained in Section 414(h) (2) of the *Internal Revenue Code* concerning the tax treatment of employee retirement contribution paid by the Oxnard School District. Exhibits 7200(F) E and 7200(G) E address the specifics of this benefit.

Professional Organization Membership: The District shall pay directly to the organization an amount not to exceed the membership dues of the Association of California School Administrators for management employees who process membership in ACSA or any other appropriate professional organization approved by the Superintendent.

<i>Position</i>	<i>Work Days*</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>
Chief Information Officer	261	\$ 145,012	\$ 158,058	\$ 172,285
Director of Classified Human Resources	261	\$ 139,692	\$ 152,268	\$ 165,971
Director of Fiscal Services	261	\$ 139,692	\$ 152,268	\$ 165,971
Director of Facilities	261	\$ 128,164	\$ 139,692	\$ 152,268
Director of Communications & Public Engagement	261	\$ 116,513	\$ 127,000	\$ 138,425
MEP Maintenance & Energy Programs Manager	261	\$ 116,007	\$ 126,916	\$ 137,825
Director of Network Operations	261	\$ 114,575	\$ 124,887	\$ 136,123
Director of Purchasing	261	\$ 109,918	\$ 119,804	\$ 130,589
Mental Health Manager	261	\$ 109,918	\$ 119,804	\$ 130,589
Senior Manager, Maintenance & Operations	261	\$ 105,976	\$ 115,509	\$ 125,905
Director of Child Nutrition Services	261	\$ 104,046	\$ 113,407	\$ 123,614
Risk Manager	261	\$ 103,578	\$ 112,895	\$ 123,056
Human Resources Manager	261	\$ 103,578	\$ 112,895	\$ 123,056
Director of Early Childhood Education Programs	261	\$ 98,199	\$ 107,033	\$ 116,667
Director of Transportation	261	\$ 98,199	\$ 107,033	\$ 116,667
Accounting Manager/Internal Auditor	261	\$ 88,000	\$ 95,916	\$ 104,550
Executive Assistant to the Superintendent	261	\$ 88,000	\$ 95,916	\$ 104,550
Senior Human Resources Analyst	261	\$ 88,000	\$ 95,916	\$ 104,550
Web Content Analyst	261	\$ 88,000	\$ 95,916	\$ 104,550
Enrollment Center Manager	261	\$ 84,542	\$ 92,146	\$ 100,441
Warehouse Manager	261	\$ 77,656	\$ 84,641	\$ 92,259
Custodial Services Manager	261	\$ 76,064	\$ 82,920	\$ 90,384
Grounds Manager	261	\$ 76,064	\$ 82,920	\$ 90,384
Maintenance Manager	261	\$ 76,064	\$ 82,920	\$ 90,384
Asst. Director of Child Nutrition Services	261	\$ 73,260	\$ 79,850	\$ 87,036
<i>Increase of 10.0% for 2022-23 retro 7/1/22</i>				

Pending Board Approval:

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: March 06, 2024

Agenda Section: Section D: Action Items

Approval of Oxnard School District 2023-24 Second Interim Financial Report (Period Ending January 31, 2024) (Mitchell/Núñez)

Oxnard School District's 2023-24 Second Interim Financial Report is presented for approval and reflects a positive certification of the district's financial condition. The report is based on January 31, 2024 year-to-date revenue and expenditures as required by law. The Board's directive regarding the district's reserve is reflected in a 10.0% reserve, exceeding the minimum required reserve for economic uncertainty of 3.0%. Projections indicate maintenance of a 10.0% reserve as well as a positive cash balance, for projection years 2024-25 and 2025-26.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services and the Director of Fiscal Services that the Board approve the Oxnard School District 2023-24 Second Interim Report (Period Ending January 31, 2024).

ADDITIONAL MATERIALS:

Attached: [2023-24 Second Interim Report Presentation \(8 pages\)](#)
[2023-24 Second Interim Financial Report \(130 pages\)](#)



Second Interim 2023-24 Fiscal Year

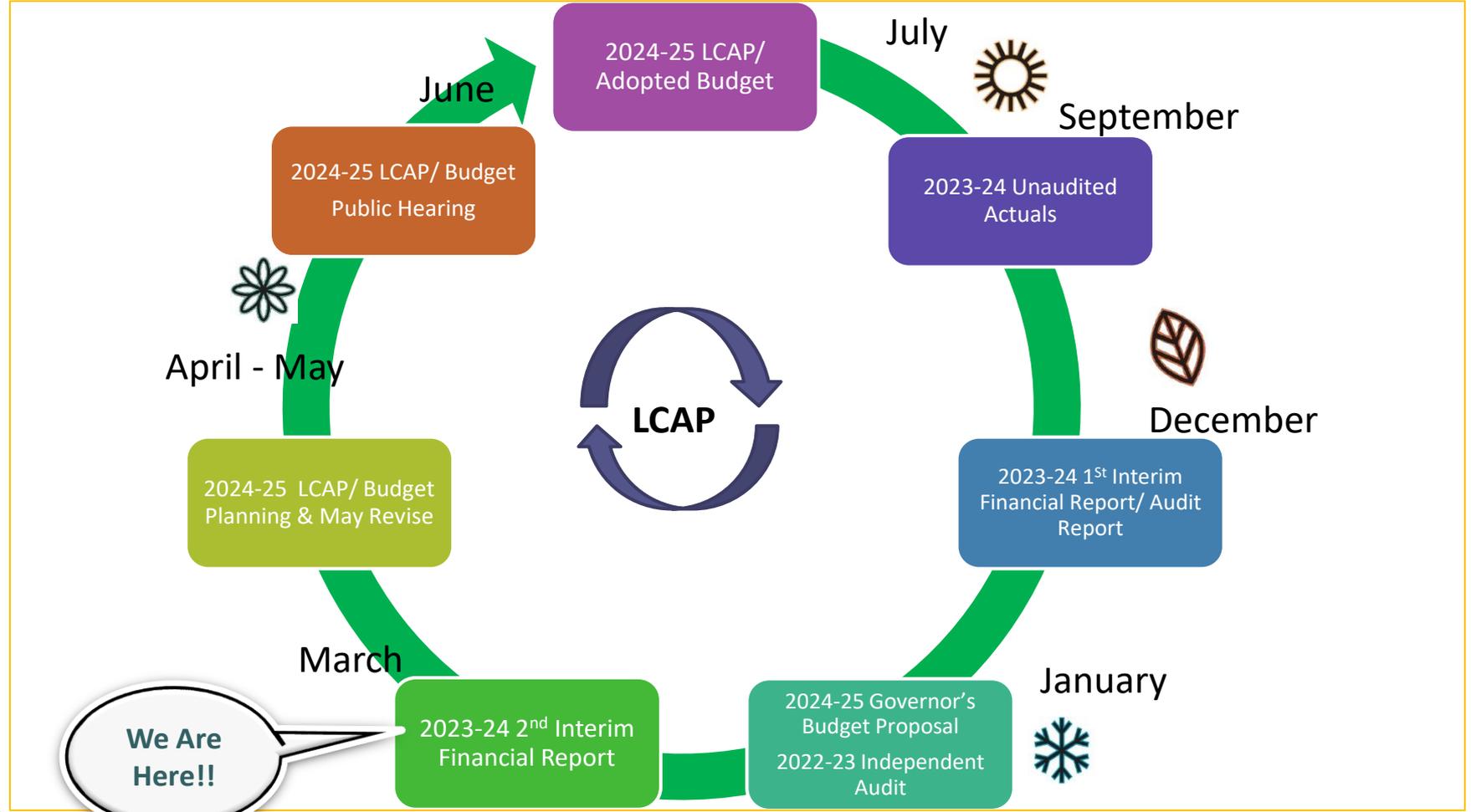
Presenters:

*Valerie Mitchell, MPPA
Assistant Superintendent, Business and Fiscal Services*

*Patty Núñez
Director of Fiscal Services*

March 6, 2024

The Budget Cycle



We Are Here!!



Summary of Changes

Revenues				
Object	First Interim	Second Interim	Difference	Explanation
8010-8099	208,816,808	208,801,264	(15,544)	Adjustment to LCFF Calculation
8100-8299	21,601,092	21,850,259	249,167	Increase in Federal IDEA, Title I and Title III allocations
8300-8599	44,806,284	45,918,939	1,112,655	State revenues increase for Lit Coach Reading Specialist and Strong Workforce Program Allocations
8600-8799	16,830,393	17,760,423	930,030	Local increase in revenue received for sale of equipment, donations, and Medi-Cal
			2,276,308	Total Increase/(Decrease) in Revenue
Expenditures				
Object	First Interim	Second Interim	Difference	Explanation
1000-1999	111,760,590	113,131,175	1,370,585	Increase in budgeted expenditures that correlate to increased revenues
2000-2999	46,894,095	45,473,413	(1,420,682)	Decrease in classified salaries budget to account for unfilled vacancies - mostly in Special Education
3000-3999	64,174,265	62,363,264	(1,811,001)	Decrease in employee benefits due to unfilled vacancies
4000-4999	18,011,181	18,154,136	142,955	Increase in budgeted expenditures that correlate to increased revenues
5000-5999	64,700,154	72,146,630	7,446,476	Increase in Special Education, ELOP services , Potential Settlements, and others correlating to increased revenues
6000-6999	4,537,323	4,566,337	29,014	Increase in planned expenditures in equipment for ELOP and in RRM
7100-7499	2,387,300	2,387,300	-	
7300-7399	(328,792)	(337,533)	(8,741)	Decrease (increase in savings to GF) due to indirect costs due to overall increase in budget
			5,748,606	Total Increase/(Decrease) in Expenses

4 Multi-Year Assumptions

Planning Factor	2023-24	2024-25	2025-26
Statutory COLA & Augmentation (Planning COLA)	8.22%	.76%	2.73%
Estimated Enrollment	13,399	12,841	12,491
Estimated ADA (average daily attendance)	12,703.84	12,199.12	11,929.30
Estimated Funded ADA (average daily attendance)	14,099.11	13,272.51	12,708.29
Step & Column Costs	1.30%	1.30%	1.30%
STRS Employer Statutory Rates	19.10%	19.10%	19.10%
PERS Employer Statutory Rates	26.68%	27.80%	28.50%
Lottery – Unrestricted per ADA	\$177	\$177	\$177
Lottery – Restricted per ADA	\$72	\$72	\$72
Mandated Block Grant per ADA	\$37.81	\$38.10	\$39.14
Minimum Wage	\$16.00	\$16.50	\$16.90



Multiyear Projections - Summary

Components	2023-24	2024-25	2025-26
	Second Interim	Projections	Projections
Revenues	294,331,245	266,305,423	263,938,148
Expenditures	317,884,722	279,291,517	276,910,801
Net Increase/(Decrease) in Fund Balance	(23,553,477)	(12,986,094)	(12,972,653)
Beginning Fund Balance	141,215,513	117,662,036	104,675,942
Ending Fund Balance	117,662,036	104,675,942	91,703,289
<u>Components of Ending Fund Balance</u>			
Reserve for Economic Uncertainty %	10%	10%	10%
Reserve for Economic Uncertainty	31,788,472	27,929,152	27,691,080
Non-Spendable	239,779	120,000	120,000
Assignments	7,564,000	7,564,000	7,564,000
Financial Stability Reserve	18,758,790	17,757,888	12,693,359
Legally Restricted	59,310,995	51,304,902	43,634,850
Unappropriated	0	0	(0)

Multi-year Projections - Detail

Revenues				
LCFF Funding	208,801,624	198,318,301	195,102,744	
Federal Revenues	21,850,259	10,906,016	10,906,016	
Other State Revenues	45,918,939	40,268,676	41,116,958	
Other Local Revenues	17,760,423	16,812,430	16,812,430	
Total Revenues	294,331,245	266,305,423	263,938,148	
Expenditures				
Certificated Salaries	113,131,175	111,025,551	110,468,883	
Classified Salaries	45,473,413	42,479,359	43,031,591	
Employee Benefits	62,363,264	57,954,979	57,526,763	
Books & Supplies	18,154,136	12,799,375	11,960,233	
Services & Other Operating Expenses	72,146,630	52,888,478	51,779,393	
Capital Outlay	4,566,337	85,000	85,000	
Other Outgo	2,387,300	2,387,300	2,387,300	
Transfer of Indirect Costs	(337,533)	(328,525)	(328,362)	
Total Expenditures	317,884,722	279,291,517	276,910,801	
Detail of Assigned Balances				
Student Transportation/Bus Replacement	1,000,000	1,000,000	1,000,000	
Technology Device Refresh	3,000,000	3,000,000	3,000,000	
Instructional Materials Adoptions	2,000,000	2,000,000	2,000,000	
Building Maintenance One-Time Funds	1,564,000	1,564,000	1,564,000	
Financial Stability Reserve	18,758,789	17,736,807	12,453,021	189
Total Assigned Balances	26,322,789	25,200,807	20,017,020	



Second Interim 2023-24 Summary

- Reflects revisions to the current fiscal year
- Revised Multi-Year Projections
- Resulting in Positive Certification
- Staff recommends approval of the 2023-24 First Interim Financial Report





Questions?

2023-24
2nd Interim Report
(period ending January 31, 2024)



Board Meeting of
March 6, 2024

Prepared by:
Valerie Mitchell, Assistant Superintendent,
Business & Fiscal Services
and
Patty Núñez, Director of Fiscal Services

Vision:

Changing the World!

Inspired, Accomplished, Multilingual Global Citizens - In School and Beyond

In Oxnard School District, we nurture self-confident and empowered multilingual global citizens, strong in their multiple identities and potential, who achieve inspired levels of individual, community, and social accomplishment in school and beyond in their endeavors.

Mission:

IGNITE • TRANSFORM • NURTURE • EMBRACE

- **IGNITE** students' passions for learning and empower them to achieve brilliance.
- **TRANSFORM** our classroom and school expectations, relationships, and practices to more fully align with our values.
- **NURTURE** caring communities that develop students' full identities, linguistic/cultural/academic excellence, social-emotional health, and life potential.
- **EMBRACE** high-leverage services and approaches that translate our values into action.

INDEX

Second Interim Report Narrative	1
LCFF Calculator	5
District Enrollment History Graph	8
District Certification of Interim Report	9
Table of Contents	11
Average Daily Attendance Report (Form AI)	12
Cashflow Worksheet	13
General Fund (Form 01I)	17
Student Activity Fund (Form 08I)	42
Child Development Fund (Form 12I)	47
Cafeteria Fund (Form 13I)	52
Deferred Maintenance Fund (Form 14I)	57
Building Fund (Form 21I)	62
Capital Facilities Fund (Form 25I)	68
County School Facilities Fund (Form 35I)	73
Bond Interest & Redemption Fund (Form 51I)	78
Retiree Benefit Fund (Form 71I)	82
General Fund Multiyear Projections – Unrestricted (Form MYPI)	85
General Fund Multiyear Projections – Restricted (Form MYPI)	87
General Fund Multiyear Projections – Unrestricted/Restricted (Form MYPI)	89
School District Criteria & Standards Review (Form 01CSI)	91
Technical Review Checks	124

March 6, 2024

Members of the Board of Trustees:

The Oxnard School District is pleased to present the Second Interim Budget report for 2023-24

State Financial Reporting Requirements

As outlined in Education Code 42130, California school districts are mandated to submit their financial twice known as the "Interim Report", with deadlines set for December 15 and March 15

The objectives of these interim reports are:

- **Periodic Financial Review:** Conducting regular assessments of the district's financial health, to ensure ongoing fiscal monitoring throughout the year.
- **Transparency and Communication:** Providing transparency by providing financial updates to both the Board of Education and the general public, ensuring educational partners are well-informed about the district's standing.
- **Informed Budget Decisions:** By analyzing current and projected financial data, these reports help in determining necessary budget adjustments. This empowers the district to make well-informed decisions regarding resources allocation, aligning expenditures with the district's strategic plan.

Additionally, the district submits a Multi-Year Projection (MYP) report, analyzing various financial aspects such as enrollment, spending patterns, ending fund balance, and reserves. This report provides insights into the district financial outlook for the current fiscal year as well as the subsequent years.

Based on the information outlined in these reports, the District's Board of Trustees must certify whether:

- **Positive Certification:** Affirming the District ability to meet financial obligations for the current and two subsequent years,
- **Qualified Certification:** Indicating potential challenges in meeting financial obligations for the current and two subsequent years,
- **Negative Certification:** Indicating the District's inability to meet financial obligations for the current and two subsequent years

CHANGES SINCE FIRST INTERIM

Revenues

Object	First Interim	Second Interim	Difference	Explanation
8010-8099	208,816,808	208,801,264	(15,544)	Adjustment to LCFF Calculation
8100-8299	21,601,092	21,850,259	249,167	Increase in Federal IDEA, Title I and Title III allocations
8300-8599	44,806,284	45,918,939	1,112,655	State revenues increase for Lit Coach Reading Specialist and Strong Workforce Program Allocations
8600-8799	16,830,393	17,760,423	930,030	Local increase in revenue received for sale of equipment, donations, and Medi-Cal
			<u>2,276,308</u>	Total Increase/(Decrease) in Revenue

Expenditures

Object	First Interim	Second Interim	Difference	Explanation
1000-1999	111,760,590	113,131,175	1,370,585	Increase of budgeted expenditures that correlates to increased revenues
2000-2999	46,894,095	45,473,413	(1,420,682)	Decrease in classified salaries budget to account for unfilled vacancies - mostly in Special Education
3000-3999	64,174,265	62,363,264	(1,811,001)	Decrease in employee benefits due to unfilled vacancies
4000-4999	18,011,181	18,154,136	142,955	Increase in budgeted expenditures that correlates to increased revenues
5000-5999	64,700,154	72,146,630	7,446,476	Increase in Special Education, ELOP services, Potential Settlements, and other services correlating to increased revenues
6000-6999	4,537,323	4,566,337	29,014	Increase in planned expenditures in equipment for ELOP and in RRM
7100-7499	2,387,300	2,387,300	-	
7300-7399	(328,792)	(337,533)	(8,741)	Decrease (increase in savings to GF) due to indirect costs due to overall increase in budget
			<u>5,748,606</u>	Total Increase/(Decrease) in Expenses

GUIDANCE FOR SECOND INTERM

Ventura County Office of Education (VCOE) and School Services of California (SSC), along with other external agencies, provide guidance detailing the criteria and assumptions school districts should follow while preparing their interim reports. This includes planning factors for future years based on Governor’s Gavin Newsom’s proposed state budget for 2024-25.

The budget revealed a significant shortfall, as tax collections for 2022-23 were delayed until October and November 2023, resulting in a deficit of about \$43 billion for the state, leading to an estimated \$37.9 billion budget deficit. Although the governor's proposal doesn't include significant cuts to education programs, the suggested cost-of-living adjustment (COLA) is notably lower than in previous years.

Planning Factors				
Factor		2023-24	2024-25	2025-26
Statutory COLA		8.22%	.76%	2.73%
California Lottery	Unrestricted per ADA	\$177	\$177	\$177
	Restricted per ADA	\$72	\$72	\$72
Mandated Block Grant	Per ADA	\$37.81	\$38.10	\$39.14
CalSTRS Employer Rate		19.10%	19.10%	19.10%
CalPERS Employer Rate		26.68%	27.80%	28.50%
Minimum Wage		\$16.00	\$16.50	\$16.90

Local Planning Factors

In addition to the planning factors provided VCOE and SSC guidance, the district must consider local factors that impact the budget and future projections. The following local assumptions were used to prepare Oxnard Multi-Year Projections.

Local Assumptions				
Planning Factor		2023-24	2024-25	2025-26
Estimated Enrollment		13,399	12,841	12,491
Estimated ADA (average daily attendance)		12,703.84	12,199.12	11,929.30
Estimated Funded ADA (average daily attendance)		14,099.11	13,272.51	12,708.29
Step & Column Costs		1.30%	1.30%	1.30%
Salary Negotiations (OEA)		Not settled	Not settled	Not settled
Salary Negotiations (CSEA)		Not settled	Not settled	Not settled
Salary Negotiations (OSSA)		Not settled	Not settled	Not settled

MULTI-YEAR FINANCIAL PROJECTIONS

The 2023-24 Multi-Year Projection (MYP) for the Second Interim Report reflects that the district will be able to maintain 10% in Reserve for Economic Uncertainties through 2025-26.

Components	2023-24	2024-25	2025-26
	Second Interim	Projections	Projections
Revenues	294,331,245	266,305,423	263,938,148
Expenditures	317,884,722	279,291,517	276,910,801
Net Increase/(Decrease) in Fund Balance	(23,553,477)	(12,986,094)	(12,972,653)
Beginning Fund Balance	141,215,513	117,662,036	104,675,942
Ending Fund Balance	117,662,036	104,675,942	91,703,289
Components of Ending Fund Balance			
Reserve for Economic Uncertainty %	10%	10%	10%
Reserve for Economic Uncertainty	31,788,472	27,929,152	27,691,080
Non-Spendable	239,779	120,000	120,000
Assignments	7,564,000	7,564,000	7,564,000
Financial Stability Reserve	18,758,790	17,757,888	12,693,359
Legally Restricted	59,310,995	51,304,902	43,634,850
Unappropriated	0	0	(0)

It is currently projected that the district will have a deficit spending in the current year and two subsequent years. The major factor regarding the deficit is due to the District spending down of one-time dollars. Any future deficits will need to be addressed with reductions in expenditures.

Conclusion

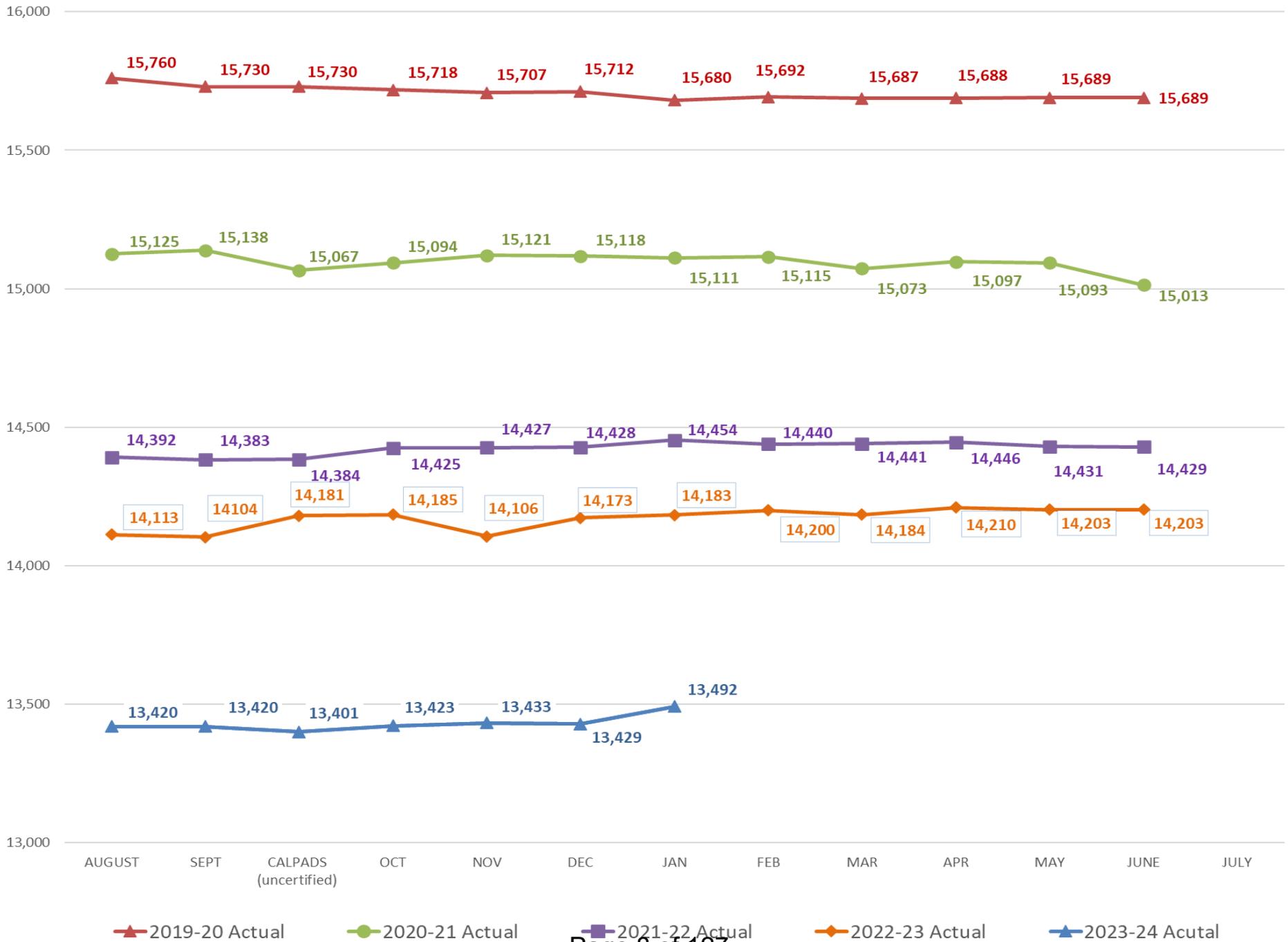
Staff recommends a positive certification status. After consideration of the assumptions and planning factors, the Multi-Year Report indicates that the district will maintain its required reserve and will maintain a positive cash balance.

Oxnard (72538) - 2023/24 Second Interim	1/23/2024			
	2022-23	2023-24	2024-25	2025-26
SUMMARY OF FUNDING				
General Assumptions				
COLA & Augmentation	13.26%	8.22%	0.76%	2.73%
Base Grant Proration Factor	0.00%	0.00%	0.00%	0.00%
Add-on, ERT & MSA Proration Factor	0.00%	0.00%	0.00%	0.00%
LCFF Entitlement				
Base Grant	\$137,642,589	\$142,053,203	\$134,749,966	\$132,546,704
Grade Span Adjustment	5,967,133	6,173,248	5,845,310	5,761,443
Supplemental Grant	26,200,157	26,971,284	25,647,390	25,219,108
Concentration Grant	33,810,036	34,665,720	33,091,207	32,516,936
Add-ons: Targeted Instructional Improvement Block Grant	500,077	500,077	500,077	500,077
Add-ons: Home-to-School Transportation	1,209,393	1,308,805	1,318,752	1,354,754
Add-ons: Small School District Bus Replacement Program	-	-	-	-
Add-ons: Transitional Kindergarten	1,380,620	1,129,287	1,165,599	1,203,722
Total LCFF Entitlement Before Adjustments, ERT & Additional State	\$206,710,005	\$212,801,624	\$202,318,301	\$199,102,744
Miscellaneous Adjustments	-	-	-	-
Economic Recovery Target	-	-	-	-
Additional State Aid	-	-	-	-
Total LCFF Entitlement	206,710,005	212,801,624	202,318,301	199,102,744
LCFF Entitlement Per ADA	\$ 13,982	\$ 15,093	\$ 15,243	\$ 15,667
Components of LCFF By Object Code				
State Aid (Object Code 8011)	\$ 163,403,824	\$ 142,767,191	\$ 152,259,531	\$ 149,415,955
EPA (for LCFF Calculation - Resource 1400 / Object Code 8012)	\$ 11,835,764	\$ 42,697,968	\$ 22,722,305	\$ 22,350,324
<i>Local Revenue Sources:</i>				
Property Taxes (Object 8021 to 8089)	\$ 31,470,417	\$ 27,336,465	\$ 27,336,465	\$ 27,336,465
In-Lieu of Property Taxes (Object Code 8096)	-	-	-	-
<i>Property Taxes net of In-Lieu</i>	<i>\$ 31,470,417</i>	<i>\$ 27,336,465</i>	<i>\$ 27,336,465</i>	<i>\$ 27,336,465</i>
TOTAL FUNDING	206,710,005	212,801,624	202,318,301	199,102,744
Basic Aid Status				
Excess Taxes	<i>Non-Basic Aid</i> \$ -	<i>Non-Basic Aid</i> \$ -	<i>Non-Basic Aid</i> \$ -	<i>Non-Basic Aid</i> \$ -
EPA in Excess to LCFF Funding	\$ -	\$ -	\$ -	\$ -
Total LCFF Entitlement	206,710,005	212,801,624	202,318,301	199,102,744

Oxnard (72538) - 2023/24 Second Interim	1/23/2024			
	2022-23	2023-24	2024-25	2025-26
SUMMARY OF EPA				
% of Adjusted Revenue Limit - Annual	12.74780911%	44.55990366%	25.00000000%	25.00000000%
% of Adjusted Revenue Limit - P-2	12.74780911%	44.55990366%	25.00000000%	25.00000000%
EPA (for LCFF Calculation purposes)	\$ 11,835,764	\$ 42,697,968	\$ 22,722,305	\$ 22,350,324
EPA, Current Year (Object Code 8012) (P-2 plus Current Year Accrual)	\$ 11,835,764	\$ 42,697,968	\$ 22,722,305	\$ 22,350,324
EPA, Prior Year Adjustment (Object Code 8019) (P-A less Prior Year Accrual)	\$ (1,544,439.00)	\$ -	\$ -	\$ -
Accrual (from Data Entry tab)	-	-	-	-
LCAP PERCENTAGE TO INCREASE OR IMPROVE SERVICES				
Base Grant (Excludes add-ons for TIIG and Transportation)	\$ 143,609,722	\$ 148,226,451	\$ 140,595,276	\$ 138,308,147
Supplemental and Concentration Grant funding in the LCAP year	\$ 60,010,193	\$ 61,637,004	\$ 58,738,597	\$ 57,736,044
Percentage to Increase or Improve Services	41.79%	41.58%	41.78%	41.74%
SUMMARY OF STUDENT POPULATION				
Unduplicated Pupil Population				
Enrollment	13,883	13,399	12,841	12,491
COE Enrollment	38	36	36	36
Total Enrollment	13,921	13,435	12,877	12,527
Unduplicated Pupil Count	12,686	12,220	11,717	11,398
COE Unduplicated Pupil Count	23	25	25	25
Total Unduplicated Pupil Count	12,709	12,245	11,742	11,423
Rolling %, Supplemental Grant	91.2200%	90.9800%	91.2100%	91.1700%
Rolling %, Concentration Grant	91.2200%	90.9800%	91.2100%	91.1700%

Oxnard (72538) - 2023/24 Second Interim	1/23/2024			
	2022-23	2023-24	2024-25	2025-26
Funded LCFF ADA (greater of current year, prior year or 3-prior year)				
Grades TK-3	6,254.79	5,975.97	5,620.04	5,388.75
Grades 4-6	5,056.09	4,797.54	4,496.68	4,285.78
Grades 7-8	3,442.14	3,295.17	3,125.36	3,003.33
Grades 9-12	-	-	-	-
Subtotal	14,753.02	14,068.68	13,242.08	12,677.86
	<i>3-PY Average</i>	<i>3-PY Average</i>	<i>3-PY Average</i>	<i>3-PY Average</i>
NPS, CDS, & COE Operated				
Grades TK-3	6.63	5.86	5.86	5.86
Grades 4-6	7.43	9.21	9.21	9.21
Grades 7-8	17.09	15.36	15.36	15.36
Grades 9-12	-	-	-	-
Subtotal	31.15	30.43	30.43	30.43
ACTUAL ADA (Current Year Only)				
Grades TK-3	5,683.13	5,451.04	5,050.43	4,875.72
Grades 4-6	4,397.98	4,272.83	4,212.38	4,157.28
Grades 7-8	3,080.66	3,010.40	2,966.74	2,926.73
Grades 9-12	-	-	-	-
Total Actual ADA	13,161.77	12,734.27	12,229.55	11,959.73
TOTAL FUNDED ADA				
Grades TK-3	6,261.42	5,981.83	5,625.90	5,394.61
Grades 4-6	5,063.52	4,806.75	4,505.89	4,294.99
Grades 7-8	3,459.23	3,310.53	3,140.72	3,018.69
Grades 9-12	-	-	-	-
Total Funded ADA	14,784.17	14,099.11	13,272.51	12,708.29
<i>Funded Difference (Funded ADA less Actual ADA)</i>	<i>1,622.40</i>	<i>1,364.84</i>	<i>1,042.96</i>	<i>748.56</i>

Oxnard School District Enrollment History 2019-20 through 2023-24 Actuals



NOTICE OF CRITERIA AND STANDARDS REVIEW. This interim report was based upon and reviewed using the state-adopted Criteria and Standards. (Pursuant to Education Code (EC) sections 33129 and 42130)

Signed: _____ Date: _____
District Superintendent or Designee

NOTICE OF INTERIM REVIEW. All action shall be taken on this report during a regular or authorized special meeting of the governing board.

To the County Superintendent of Schools:

This interim report and certification of financial condition are hereby filed by the governing board of the school district. (Pursuant to EC Section 42131)

Meeting Date: March 06, 2024 Signed: _____
President of the Governing Board

CERTIFICATION OF FINANCIAL CONDITION

- POSITIVE CERTIFICATION
As President of the Governing Board of this school district, I certify that based upon current projections this district will meet its financial obligations for the current fiscal year and subsequent two fiscal years.
- QUALIFIED CERTIFICATION
As President of the Governing Board of this school district, I certify that based upon current projections this district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years.
- NEGATIVE CERTIFICATION
As President of the Governing Board of this school district, I certify that based upon current projections this district will be unable to meet its financial obligations for the remainder of the current fiscal year or for the subsequent fiscal year.

Contact person for additional information on the interim report:

Name: Patricia Núñez Telephone: 805-385-1501 x2455
Title: Director of Fiscal Services E-mail: pnunez@oxnardsd.org

Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review form (Form 01CSI). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern, which could affect the interim report certification, and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Funded ADA for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.	X	
CRITERIA AND STANDARDS (continued)			Met	Not Met
2	Enrollment	Projected enrollment for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.	X	
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio for the current and two subsequent fiscal years is consistent with historical ratios.	X	
4	Local Control Funding Formula (LCFF) Revenue	Projected LCFF revenue for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.		X
5	Salaries and Benefits	Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures has not changed by more than the standard for the current and two subsequent fiscal years.		X
6a	Other Revenues	Projected operating revenues (federal, other state, other local) for the current and two subsequent fiscal years have not changed by more than five percent since first interim.	X	
6b	Other Expenditures	Projected operating expenditures (books and supplies, services and other expenditures) for the current and two subsequent fiscal years have not changed by more than five percent since first interim.		X
7	Ongoing and Major Maintenance Account	If applicable, changes occurring since first interim meet the required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account).	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard in any of the current or two subsequent fiscal years.		X
9a	Fund Balance	Projected general fund balance will be positive at the end of the current and two subsequent fiscal years.	X	
9b	Cash Balance	Projected general fund cash balance will be positive at the end of the current fiscal year.	X	
10	Reserves	Available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the current and two subsequent fiscal years.	X	
SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) occurred since first interim that may impact the budget?		X

Second Interim
DISTRICT CERTIFICATION OF INTERIM REPORT
For the Fiscal Year 2023-24

S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures funded with one-time revenues that have changed since first interim by more than five percent?	X	
S3	Temporary Interfund Borrowings	Are there projected temporary borrowings between funds?	X	
S4	Contingent Revenues	Are any projected revenues for any of the current or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed since first interim by more than \$20,000 and more than 5% for any of the current or two subsequent fiscal years?		X
SUPPLEMENTAL INFORMATION (continued)			No	Yes
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?		X
		• If yes, have annual payments for the current or two subsequent fiscal years increased over prior year's (2022-23) annual payment?		X
		• If yes, will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?	X	
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?		X
		• If yes, have there been changes since first interim in OPEB liabilities?	X	
S7b	Other Self-insurance Benefits	Does the district operate any self-insurance programs (e.g., workers' compensation)?	X	
		• If yes, have there been changes since first interim in self-insurance liabilities?	n/a	
S8	Status of Labor Agreements	As of second interim projections, are salary and benefit negotiations still unsettled for:		
		• Certificated? (Section S8A, Line 1b)		X
		• Classified? (Section S8B, Line 1b)		X
S8	Labor Agreement Budget Revisions	For negotiations settled since first interim, per Government Code Section 3547.5(c), are budget revisions still needed to meet the costs of the collective bargaining agreement(s) for:		
		• Certificated? (Section S8A, Line 3)	n/a	
S9	Status of Other Funds	Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?		
				X
ADDITIONAL FISCAL INDICATORS			No	Yes
A1	Negative Cash Flow	Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?	X	
A3	Declining Enrollment	Is enrollment decreasing in both the prior and current fiscal years?		X
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior or current fiscal year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?		X
A7	Independent Financial System	Is the district's financial system independent from the county office system?	X	
A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?		X

G = General Ledger Data; S = Supplemental Data

Form	Description	Data Supplied For:			
		2023-24 Original Budget	2023-24 Board Approved Operating Budget	2023-24 Actuals to Date	2023-24 Projected Totals
011	General Fund/County School Service Fund	GS	GS	GS	GS
081	Student Activity Special Revenue Fund	G	G	G	G
091	Charter Schools Special Revenue Fund				
101	Special Education Pass-Through Fund				
111	Adult Education Fund				
121	Child Development Fund	G	G	G	G
131	Cafeteria Special Revenue Fund	G	G	G	G
141	Deferred Maintenance Fund	G	G	G	G
151	Pupil Transportation Equipment Fund				
171	Special Reserve Fund for Other Than Capital Outlay Projects				
181	School Bus Emissions Reduction Fund				
191	Foundation Special Revenue Fund				
201	Special Reserve Fund for Postemployment Benefits				
211	Building Fund	G	G	G	G
251	Capital Facilities Fund	G	G	G	G
301	State School Building Lease-Purchase Fund				
351	County School Facilities Fund	G	G	G	G
401	Special Reserve Fund for Capital Outlay Projects				
491	Capital Project Fund for Blended Component Units				
511	Bond Interest and Redemption Fund	G	G	G	G
521	Debt Service Fund for Blended Component Units				
531	Tax Override Fund				
561	Debt Service Fund				
571	Foundation Permanent Fund				
611	Cafeteria Enterprise Fund				
621	Charter Schools Enterprise Fund				
631	Other Enterprise Fund				
661	Warehouse Revolving Fund				
671	Self-Insurance Fund				
711	Retiree Benefit Fund	G	G	G	G
731	Foundation Private-Purpose Trust Fund				
761	Warrant/Pass-Through Fund				
951	Student Body Fund				
AI	Average Daily Attendance	S	S		S
CASH	Cashflow Worksheet				S
CI	Interim Certification				S
ESMOE	Every Student Succeeds Act Maintenance of Effort				G
ICR	Indirect Cost Rate Worksheet				
MYPI	Multiyear Projections - General Fund				GS
SIAI	Summary of Interfund Activities - Projected Year Totals				G
01CSI	Criteria and Standards Review				S

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
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)	14,068.68	14,069.68	12,703.84	14,068.68	(1.00)	0.0%
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)					0.00	
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)					0.00	
4. Total, District Regular ADA (Sum of Lines A1 through A3)	14,068.68	14,069.68	12,703.84	14,068.68	(1.00)	0.0%
5. District Funded County Program ADA						
a. County Community Schools					0.00	
b. Special Education-Special Day Class					0.00	
c. Special Education-NPS/LCI	31.15	24.61	30.43	30.43	5.82	24.0%
d. Special Education Extended Year					0.00	
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools					0.00	
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]					0.00	
g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)	31.15	24.61	30.43	30.43	5.82	24.0%
6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)	14,099.83	14,094.29	12,734.27	14,099.11	4.82	0.0%
7. Adults in Correctional Facilities					0.00	
8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	Object	Beginning Balances (Ref. Only)	July	August	September	October	November	December	January	February
ACTUALS THROUGH THE MONTH OF (Enter Month Name):	January									
A. BEGINNING CASH			144,800,380.82	146,974,842.26	132,138,502.06	131,798,553.33	133,574,802.38	124,548,893.46	148,932,168.79	148,852,396.22
B. RECEIPTS										
LCFF/Revenue Limit Sources										
Principal Apportionment	8010-8019		7,449,485.00	7,449,485.00	24,602,227.00	13,409,073.00	13,409,073.00	24,602,226.00	13,409,073.00	12,165,171.20
Property Taxes	8020-8079		832,191.96					16,748,925.75	1,232,539.48	
Miscellaneous Funds	8080-8099									
Federal Revenue	8100-8299		1,030,069.00		985,515.45	4,641,887.00	(4,519,897.00)	13,968.54	1,111,228.00	
Other State Revenue	8300-8599		1,443,639.00	1,443,639.00	3,894,709.50	2,824,954.37	3,860,911.88	3,799,360.67	3,835,989.00	4,389,628.00
Other Local Revenue	8600-8799		601,454.26	2,019,307.37	1,434,115.20	1,586,487.18	1,225,690.59	1,939,437.02	1,221,682.83	1,179,165.00
Interfund Transfers In	8910-8929									
All Other Financing Sources	8930-8979									
TOTAL RECEIPTS			11,356,839.22	10,912,431.37	30,916,567.15	22,462,401.55	13,975,778.47	47,103,917.98	20,810,512.31	17,733,964.20
C. DISBURSEMENTS										
Certificated Salaries	1000-1999		224,540.25	10,317,049.10	9,496,228.97	9,478,204.73	9,644,218.66	10,354,643.23	9,482,592.96	10,464,633.69
Classified Salaries	2000-2999		1,317,192.16	3,332,912.37	3,181,579.07	3,080,024.83	7,609,959.48	3,394,224.36	3,317,398.17	3,524,189.51
Employee Benefits	3000-3999		784,545.11	5,210,892.53	4,987,689.34	5,005,102.88	6,640,937.97	5,163,072.81	5,104,543.75	5,144,969.28
Books and Supplies	4000-4999		266,086.71	803,466.40	658,416.53	1,042,922.43	748,544.57	420,921.75	375,985.19	1,859,851.29
Services	5000-5999		1,229,321.47	7,588,138.22	3,405,550.83	3,830,504.94	5,465,322.33	3,499,089.51	3,420,097.90	6,493,196.70
Capital Outlay	6000-6999					2,480.30	26,800.00	0.00	66,060.65	593,623.81
Other Outgo	7000-7499		23,012.00	23,012.00	41,421.00	113,466.00	41,421.00	9,616.00	41,421.00	41,421.00

Description	Object	Beginning Balances (Ref. Only)	July	August	September	October	November	December	January	February
Interfund Transfers Out	7600-7629									
All Other Financing Uses	7630-7699									
TOTAL DISBURSEMENTS			3,844,697.70	27,275,470.62	21,770,885.74	22,552,706.11	30,177,204.01	22,841,567.66	21,808,099.62	28,121,885.28
D. BALANCE SHEET ITEMS										
<u>Assets and Deferred Outflows</u>										
Cash Not In Treasury	9111-9199	(1,310,496.76)								
Accounts Receivable	9200-9299	21,953,090.58	2,687,106.18	1,027,127.14	810,924.56	863,017.74	5,234,661.66	266,648.05	(1,023.20)	2,085,543.61
Due From Other Funds	9310	301,447.84		(300,000.00)			601,447.85			
Stores	9320	219,779.45	32,487.75	(16,007.90)	23,235.01	(682.80)	(16,500.99)	(9,456.93)	(62,798.02)	(60,000.00)
Prepaid Expenditures	9330									
Other Current Assets	9340									
Lease Receivable	9380									
Deferred Outflows of Resources	9490									
SUBTOTAL		21,163,821.11	2,719,593.93	711,119.24	834,159.57	862,334.94	5,819,608.52	257,191.12	(63,821.22)	2,025,543.61
<u>Liabilities and Deferred Inflows</u>										
Accounts Payable	9500-9599	12,464,184.51	8,057,274.01	(815,579.81)	1,105,273.23	(1,004,218.67)	(955,908.10)	136,266.11	(981,635.96)	1,500,000.00
Due To Other Funds	9610	6,420,548.81			6,420,548.81					
Current Loans	9640				400,000.00		(400,000.00)			
Unearned Revenues	9650	2,393,967.67			2,393,967.67					
Deferred Inflows of Resources	9690									
SUBTOTAL		21,278,700.99	8,057,274.01	(815,579.81)	10,319,789.71	(1,004,218.67)	(1,355,908.10)	136,266.11	(981,635.96)	1,500,000.00
<u>Nonoperating</u>										
Suspense Clearing	9910									
TOTAL BALANCE SHEET ITEMS		(114,879.88)	(5,337,680.08)	1,526,699.05	(9,485,630.14)	1,866,553.61	7,175,516.62	120,925.01	917,814.74	525,543.61
E. NET INCREASE/DECREASE (B - C + D)			2,174,461.44	(14,836,340.20)	(339,948.73)	1,776,249.05	(9,025,908.92)	24,383,275.33	(79,772.57)	(9,862,377.47)
F. ENDING CASH (A + E)			146,974,842.26	132,138,502.06	131,798,553.33	133,574,802.38	124,548,893.46	148,932,168.79	148,852,396.22	138,990,018.75
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS										

Description	Object	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
ACTUALS THROUGH THE MONTH OF (Enter Month Name):		January							
A. BEGINNING CASH		138,990,018.75	142,420,869.51	143,824,177.08	134,335,848.84				
B. RECEIPTS									
LCFF/Revenue Limit Sources									
Principal Apportionment	8010-8019	23,358,324.20	12,165,171.20	12,165,171.20	21,280,679.20	0.00		185,465,159.00	185,465,159.00
Property Taxes	8020-8079		8,522,807.81					27,336,465.00	27,336,465.00
Miscellaneous Funds	8080-8099				(4,000,000.00)			(4,000,000.00)	(4,000,000.00)
Federal Revenue	8100-8299	1,137,703.00	2,630,505.00		5,475,188.00	9,344,092.01		21,850,259.00	21,850,259.00
Other State Revenue	8300-8599	4,989,628.00	4,389,628.00	4,389,628.00	4,990,933.00	1,666,290.58	0.00	45,918,939.00	45,918,939.00
Other Local Revenue	8600-8799	1,429,165.00	1,179,165.00	1,440,842.00	1,303,267.40	1,200,644.15		17,760,423.00	17,760,423.00
Interfund Transfers In	8910-8929							0.00	0.00
All Other Financing Sources	8930-8979							0.00	0.00
TOTAL RECEIPTS		30,914,820.20	28,887,277.01	17,995,641.20	29,050,067.60	12,211,026.74	0.00	294,331,245.00	294,331,245.00
C. DISBURSEMENTS									
Certificated Salaries	1000-1999	10,464,633.69	10,464,633.69	10,464,633.69	11,030,289.56	1,244,872.78		113,131,175.00	113,131,175.00
Classified Salaries	2000-2999	3,524,189.51	3,524,189.51	3,524,189.51	5,456,809.56	686,554.96		45,473,413.00	45,473,413.00
Employee Benefits	3000-3999	5,144,969.28	5,144,969.28	5,144,969.28	8,107,224.32	779,378.17		62,363,264.00	62,363,264.00
Books and Supplies	4000-4999	1,859,854.92	1,859,854.92	1,859,854.92	1,859,854.92	4,538,521.45		18,154,136.00	18,154,136.00
Services	5000-5999	6,493,196.70	6,493,196.70	6,493,196.70	6,493,196.70	11,242,621.30		72,146,630.00	72,146,630.00
Capital Outlay	6000-6999	593,623.81	593,623.81	593,623.81	593,623.81	1,502,877.00		4,566,337.00	4,566,337.00
Other Outgo	7000-7499	41,421.00	41,421.00	41,421.00	41,421.00	1,549,293.00		2,049,767.00	2,049,767.00
Interfund Transfers Out	7600-7629							0.00	0.00
All Other Financing Uses	7630-7699							0.00	0.00

Description	Object	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
TOTAL DISBURSEMENTS		28,121,888.91	28,121,888.91	28,121,888.91	33,582,419.87	21,544,118.66	0.00	317,884,722.00	317,884,722.00
D. BALANCE SHEET ITEMS									
<u>Assets and Deferred Outflows</u>									
Cash Not In Treasury	9111-9199							0.00	
Accounts Receivable	9200-9299	2,085,543.61	2,085,543.61	2,085,543.61	2,085,543.61	636,910.40		21,953,090.58	
Due From Other Funds	9310					(.01)		301,447.84	
Stores	9320	52,375.86	52,375.86	52,375.86	52,375.75	120,000.00		219,779.45	
Prepaid Expenditures	9330							0.00	
Other Current Assets	9340							0.00	
Lease Receivable	9380							0.00	
Deferred Outflows of Resources	9490							0.00	
SUBTOTAL		2,137,919.47	2,137,919.47	2,137,919.47	2,137,919.36	756,910.39	0.00	22,474,317.87	
<u>Liabilities and Deferred Inflows</u>									
Accounts Payable	9500-9599	1,500,000.00	1,500,000.00	1,500,000.00	922,713.70			12,464,184.51	
Due To Other Funds	9610							6,420,548.81	
Current Loans	9640							0.00	
Unearned Revenues	9650							2,393,967.67	
Deferred Inflows of Resources	9690							0.00	
SUBTOTAL		1,500,000.00	1,500,000.00	1,500,000.00	922,713.70	0.00	0.00	21,278,700.99	
<u>Nonoperating</u>									
Suspense Clearing	9910							0.00	
TOTAL BALANCE SHEET ITEMS		637,919.47	637,919.47	637,919.47	1,215,205.66	756,910.39	0.00	1,195,616.88	
E. NET INCREASE/DECREASE (B - C + D)		3,430,850.76	1,403,307.57	(9,488,328.24)	(3,317,146.61)	(8,576,181.53)	0.00	(22,357,860.12)	(23,553,477.00)
F. ENDING CASH (A + E)		142,420,869.51	143,824,177.08	134,335,848.84	131,018,702.23				
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS								122,442,520.70	

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	208,511,385.00	208,816,808.00	123,144,299.19	208,801,624.00	(15,184.00)	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	4,700,546.00	4,839,560.00	3,151,115.17	5,089,260.00	249,700.00	5.2%
4) Other Local Revenue		8600-8799	2,335,294.00	2,604,827.00	1,586,149.55	2,781,241.00	176,414.00	6.8%
5) TOTAL, REVENUES			215,547,225.00	216,261,195.00	127,881,563.91	216,672,125.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	76,101,428.00	80,148,483.00	46,305,120.59	87,021,530.00	(6,873,047.00)	-8.6%
2) Classified Salaries		2000-2999	23,151,587.00	25,558,580.00	14,578,201.68	24,463,884.00	1,094,696.00	4.3%
3) Employee Benefits		3000-3999	40,206,842.00	43,121,715.00	23,504,210.29	43,171,978.00	(50,263.00)	-0.1%
4) Books and Supplies		4000-4999	11,084,507.00	10,368,719.00	2,750,468.62	9,486,540.00	882,179.00	8.5%
5) Services and Other Operating Expenditures		5000-5999	22,151,803.00	22,332,540.00	13,658,999.11	25,511,022.00	(3,178,482.00)	-14.2%
6) Capital Outlay		6000-6999	46,185.00	168,452.00	0.00	173,937.00	(5,485.00)	-3.3%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	500,000.00	500,000.00	253,129.00	500,000.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(932,316.00)	(1,989,217.00)	101,023.24	(2,106,685.00)	117,468.00	-5.9%
9) TOTAL, EXPENDITURES			172,310,036.00	180,209,272.00	101,151,152.53	188,222,206.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)								
			43,237,189.00	36,051,923.00	26,730,411.38	28,449,919.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(51,800,544.00)	(49,590,993.00)	0.00	(43,431,419.00)	6,159,574.00	-12.4%
4) TOTAL, OTHER FINANCING SOURCES/USES			(51,800,544.00)	(49,590,993.00)	0.00	(43,431,419.00)		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)								
			(8,563,355.00)	(13,539,070.00)	26,730,411.38	(14,981,500.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	73,332,541.79	73,332,541.00		73,332,541.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			73,332,541.79	73,332,541.00		73,332,541.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			73,332,541.79	73,332,541.00		73,332,541.00		
2) Ending Balance, June 30 (E + F1e)			64,769,186.79	59,793,471.00		58,351,041.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	120,000.00	239,779.00		20,000.00		
Stores		9712	0.00	0.00		219,779.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
b) Restricted		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	17,554,545.00	28,339,930.00		26,322,789.00		
Student Transportation Bus Replace	0000	9780	1,000,000.00					
Technology Device Refresh	0000	9780	3,000,000.00					
Instructional Materials Adoptions	0000	9780	2,000,000.00					
Building Maintenance One-time Funds	0000	9780	1,564,000.00					
Financial Stability Reserve	0000	9780	9,990,545.00					
Student Transportation Bus Replace	0000	9780		1,000,000.00				
Technology Device Refresh	0000	9780		3,000,000.00				
Instructional Materials Adoptions	0000	9780		2,000,000.00				
Building Maintenance One-time Funds	0000	9780		1,564,000.00				
Financial Stability Reserve	0000	9780		20,775,930.00				
Student Transportation Bus Replace	0000	9780				1,000,000.00		
Technology Device Refresh	0000	9780				3,000,000.00		
Instructional Materials Adoptions	0000	9780				2,000,000.00		
Building Maintenance One-time Funds	0000	9780				1,564,000.00		
Financial Stability Reserve	0000	9780				18,758,789.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	28,881,371.00	31,213,762.00		31,788,473.00		
Unassigned/Unappropriated Amount		9790	18,213,270.79	0.00		0.00		
LCFF SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	139,281,294.00	142,796,972.00	81,944,335.00	142,767,191.00	(29,781.00)	0.0%
Education Protection Account State Aid - Current Year		8012	43,331,935.00	42,683,371.00	22,386,307.00	42,697,968.00	14,597.00	0.0%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions								
Homeowners' Exemptions		8021	154,861.00	162,977.00	0.00	162,977.00	0.00	0.0%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	5,677.00	5,109.00	0.00	5,109.00	0.00	0.0%
County & District Taxes								
Secured Roll Taxes		8041	26,125,312.00	24,166,482.00	15,532,179.90	24,166,482.00	0.00	0.0%
Unsecured Roll Taxes		8042	506,069.00	32,649.00	310,269.61	32,649.00	0.00	0.0%
Prior Years' Taxes		8043	89,399.00	71,519.00	95,597.47	71,519.00	0.00	0.0%
Supplemental Taxes		8044	560,386.00	565,538.00	519,227.91	565,538.00	0.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	1,349,470.00	186,479.00	1,123,842.82	186,479.00	0.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	1,106,982.00	2,145,712.00	1,232,539.48	2,145,712.00	0.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	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	0.0%
Less: Non-LCFF								
(50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			212,511,385.00	212,816,808.00	123,144,299.19	212,801,624.00	(15,184.00)	0.0%
LCFF Transfers								
Unrestricted LCFF								
Transfers - Current Year	0000	8091	(4,000,000.00)	(4,000,000.00)	0.00	(4,000,000.00)	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	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	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			208,511,385.00	208,816,808.00	123,144,299.19	208,801,624.00	(15,184.00)	0.0%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.00	0.00		
Special Education Discretionary Grants		8182	0.00	0.00	0.00	0.00		
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00		
Donated Food Commodities		8221	0.00	0.00	0.00	0.00		
Forest Reserve Funds		8260	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	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	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		
Title I, Part A, Basic	3010	8290						
Title I, Part D, Local Delinquent Programs	3025	8290						
Title II, Part A, Supporting Effective Instruction	4035	8290						
Title III, Part A, Immigrant Student Program	4201	8290						
Title III, Part A, English Learner Program	4203	8290						
Public Charter Schools Grant Program (PCSGP)	4610	8290						
Other NCLB / Every Student Succeeds Act	3040, 3060, 3061, 3110, 3150, 3155, 3180, 3182, 4037, 4123, 4124, 4126, 4127, 4128, 5630	8290						
Career and Technical Education	3500-3599	8290						
All Other Federal Revenue	All Other	8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Other State Apportionments								
ROC/P Entitlement								
Prior Years	6360	8319						

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Special Education Master Plan								
Current Year	6500	8311						
Prior Years	6500	8319						
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00		
Mandated Costs Reimbursements		8550	458,784.00	494,115.00	494,115.00	494,115.00	0.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	2,331,762.00	2,411,094.00	1,285,002.29	2,411,094.00	0.00	0.0%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00		
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590						
Charter School Facility Grant	6030	8590						
Career Technical Education Incentive Grant Program	6387	8590						
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590						
California Clean Energy Jobs Act	6230	8590						
Specialized Secondary	7370	8590						
American Indian Early Childhood Education	7210	8590						
All Other State Revenue	All Other	8590	1,910,000.00	1,934,351.00	1,371,997.88	2,184,051.00	249,700.00	12.9%
TOTAL, OTHER STATE REVENUE			4,700,546.00	4,839,560.00	3,151,115.17	5,089,260.00	249,700.00	5.2%
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00		
Unsecured Roll		8616	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00		
Supplemental Taxes		8618	0.00	0.00	0.00	0.00		
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00		
Sales								
Sale of Equipment/Supplies		8631	5,000.00	5,000.00	0.00	95,000.00	90,000.00	1,800.0%
Sale of Publications		8632	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	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	220,000.00	220,000.00	89,152.30	220,000.00	0.00	0.0%
Interest		8660	1,000,000.00	1,000,000.00	644,530.67	1,000,000.00	0.00	0.0%

2023-24 Second Interim
General Fund
Unrestricted (Resources 0000-1999)
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Net Increase (Decrease) in the Fair Value of Investments		8662	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	0.0%
Non-Resident Students		8672	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	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	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	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00		
All Other Local Revenue		8699	1,110,294.00	1,379,827.00	852,466.58	1,466,241.00	86,414.00	6.3%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	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						
From County Offices	6500	8792						
From JPAs	6500	8793						
ROC/P Transfers								
From Districts or Charter Schools	6360	8791						
From County Offices	6360	8792						
From JPAs	6360	8793						
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	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	0.0%
From JPAs	All Other	8793	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	0.0%
TOTAL, OTHER LOCAL REVENUE			2,335,294.00	2,604,827.00	1,586,149.55	2,781,241.00	176,414.00	6.8%
TOTAL, REVENUES			215,547,225.00	216,261,195.00	127,881,563.91	216,672,125.00	410,930.00	0.2%
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	63,472,452.00	63,414,629.00	34,414,051.12	64,536,042.00	(1,121,413.00)	-1.8%
Certificated Pupil Support Salaries		1200	5,437,601.00	8,760,832.00	7,237,177.23	13,952,278.00	(5,191,446.00)	-59.3%
Certificated Supervisors' and Administrators' Salaries		1300	7,091,386.00	7,255,472.00	3,899,291.22	7,163,543.00	91,929.00	1.3%
Other Certificated Salaries		1900	99,989.00	717,550.00	754,601.02	1,369,667.00	(652,117.00)	-90.9%
TOTAL, CERTIFICATED SALARIES			76,101,428.00	80,148,483.00	46,305,120.59	87,021,530.00	(6,873,047.00)	-8.6%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	2,216,982.00	2,346,128.00	1,087,577.22	2,055,998.00	290,130.00	12.4%
Classified Support Salaries		2200	4,648,273.00	5,224,753.00	3,111,300.71	4,593,873.00	630,880.00	12.1%
Classified Supervisors' and Administrators' Salaries		2300	1,770,253.00	1,877,538.00	1,047,407.20	1,850,056.00	27,482.00	1.5%
Clerical, Technical and Office Salaries		2400	9,489,608.00	10,296,060.00	6,034,339.27	10,189,880.00	106,180.00	1.0%
Other Classified Salaries		2900	5,026,471.00	5,814,101.00	3,297,577.28	5,774,077.00	40,024.00	0.7%
TOTAL, CLASSIFIED SALARIES			23,151,587.00	25,558,580.00	14,578,201.68	24,463,884.00	1,094,696.00	4.3%
EMPLOYEE BENEFITS								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
STRS		3101-3102	14,605,066.00	14,815,925.00	8,287,551.80	15,808,611.00	(992,686.00)	-6.7%
PERS		3201-3202	6,796,106.00	7,385,509.00	4,097,639.29	7,250,341.00	135,168.00	1.8%
OASDI/Medicare/Alternative		3301-3302	2,935,966.00	3,150,827.00	1,834,417.97	3,194,530.00	(43,703.00)	-1.4%
Health and Welfare Benefits		3401-3402	11,166,342.00	11,943,862.00	6,572,138.99	11,939,957.00	3,905.00	0.0%
Unemployment Insurance		3501-3502	60,595.00	55,983.00	33,606.55	54,330.00	1,653.00	3.0%
Workers' Compensation		3601-3602	1,840,131.00	1,963,282.00	1,129,951.88	2,072,941.00	(109,659.00)	-5.6%
OPEB, Allocated		3701-3702	2,802,636.00	3,806,327.00	1,548,903.81	2,851,268.00	955,059.00	25.1%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			40,206,842.00	43,121,715.00	23,504,210.29	43,171,978.00	(50,263.00)	-0.1%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	1,581,516.00	1,700,000.00	320,572.94	1,700,000.00	0.00	0.0%
Books and Other Reference Materials		4200	686,424.00	809,367.00	387,922.47	805,974.00	3,393.00	0.4%
Materials and Supplies		4300	5,817,190.00	4,888,186.00	1,454,326.23	4,890,772.00	(2,586.00)	-0.1%
Noncapitalized Equipment		4400	2,999,377.00	2,971,166.00	587,646.98	2,089,794.00	881,372.00	29.7%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			11,084,507.00	10,368,719.00	2,750,468.62	9,486,540.00	882,179.00	8.5%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	5,283,496.00	5,283,496.00	2,364,921.77	5,283,493.00	3.00	0.0%
Travel and Conferences		5200	684,304.00	578,215.00	247,630.23	728,770.00	(150,555.00)	-26.0%
Dues and Memberships		5300	133,892.00	122,532.00	122,472.00	245,442.00	(122,910.00)	-100.3%
Insurance		5400-5450	3,516,775.00	3,516,775.00	3,168,745.03	3,598,862.00	(82,087.00)	-2.3%
Operations and Housekeeping Services		5500	2,785,000.00	2,905,000.00	2,192,217.02	2,912,000.00	(7,000.00)	-0.2%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	816,817.00	823,965.00	269,374.09	826,183.00	(2,218.00)	-0.3%
Transfers of Direct Costs		5710	(185,636.00)	(410,301.00)	(137,608.30)	(508,503.00)	98,202.00	-23.9%
Transfers of Direct Costs - Interfund		5750	794.00	(2,559.00)	(5,593.42)	(3,936.00)	1,377.00	-53.8%
Professional/Consulting Services and Operating Expenditures		5800	8,432,152.00	8,891,397.00	5,159,777.78	11,803,683.00	(2,912,286.00)	-32.8%
Communications		5900	684,209.00	624,020.00	277,062.91	625,028.00	(1,008.00)	-0.2%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			22,151,803.00	22,332,540.00	13,658,999.11	25,511,022.00	(3,178,482.00)	-14.2%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	15,000.00	15,000.00	0.00	15,000.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	31,185.00	153,452.00	0.00	158,937.00	(5,485.00)	-3.6%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			46,185.00	168,452.00	0.00	173,937.00	(5,485.00)	-3.3%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Attendance Agreements		7110	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	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	500,000.00	500,000.00	253,129.00	500,000.00	0.00	0.0%
Payments to JPAs		7143	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	0.0%
To County Offices		7212	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	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221						
To County Offices	6500	7222						
To JPAs	6500	7223						
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221						
To County Offices	6360	7222						
To JPAs	6360	7223						
Other Transfers of Apportionments	All Other	7221-7223	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	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			500,000.00	500,000.00	253,129.00	500,000.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	(602,998.00)	(1,660,425.00)	101,023.24	(1,769,152.00)	108,727.00	-6.5%
Transfers of Indirect Costs - Interfund		7350	(329,318.00)	(328,792.00)	0.00	(337,533.00)	8,741.00	-2.7%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(932,316.00)	(1,989,217.00)	101,023.24	(2,106,685.00)	117,468.00	-5.9%
TOTAL, EXPENDITURES			172,310,036.00	180,209,272.00	101,151,152.53	188,222,206.00	(8,012,934.00)	-4.4%
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	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	0.0%
Other Authorized Interfund Transfers In		8919	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	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	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	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
OTHER SOURCES/USES								
SOURCES								
State Apportionments								
Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds								
Proceeds from Disposal of Capital Assets		8953	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	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	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	0.0%
Proceeds from SBITAs		8974	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	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	(51,800,544.00)	(49,590,993.00)	0.00	(43,431,419.00)	6,159,574.00	-12.4%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(51,800,544.00)	(49,590,993.00)	0.00	(43,431,419.00)	6,159,574.00	-12.4%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(51,800,544.00)	(49,590,993.00)	0.00	(43,431,419.00)	6,159,574.00	-12.4%

2023-24 Second Interim
General Fund
Restricted (Resources 2000-9999)
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	18,607,238.00	21,601,092.00	3,262,770.99	21,850,259.00	249,167.00	1.2%
3) Other State Revenue		8300-8599	33,040,678.00	39,966,724.00	17,952,088.25	40,829,679.00	862,955.00	2.2%
4) Other Local Revenue		8600-8799	12,871,189.00	14,225,566.00	8,442,024.90	14,979,182.00	753,616.00	5.3%
5) TOTAL, REVENUES			64,519,105.00	75,793,382.00	29,656,884.14	77,659,120.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	32,092,566.00	31,613,608.00	12,692,357.31	26,109,645.00	5,503,963.00	17.4%
2) Classified Salaries		2000-2999	20,589,875.00	21,335,515.00	10,655,088.76	21,009,529.00	325,986.00	1.5%
3) Employee Benefits		3000-3999	20,852,887.00	21,052,550.00	9,392,574.10	19,191,286.00	1,861,264.00	8.8%
4) Books and Supplies		4000-4999	6,486,364.00	7,642,462.00	1,565,874.96	8,667,596.00	(1,025,134.00)	-13.4%
5) Services and Other Operating Expenditures		5000-5999	30,217,534.00	42,367,614.00	14,779,026.09	46,635,608.00	(4,267,994.00)	-10.1%
6) Capital Outlay		6000-6999	3,774,150.00	4,368,871.00	95,340.95	4,392,400.00	(23,529.00)	-0.5%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	1,887,300.00	1,887,300.00	40,240.00	1,887,300.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	602,998.00	1,660,425.00	(101,023.24)	1,769,152.00	(108,727.00)	-6.5%
9) TOTAL, EXPENDITURES			116,503,674.00	131,928,345.00	49,119,478.93	129,662,516.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(51,984,569.00)	(56,134,963.00)	(19,462,594.79)	(52,003,396.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	51,800,544.00	49,590,993.00	0.00	43,431,419.00	(6,159,574.00)	-12.4%
4) TOTAL, OTHER FINANCING SOURCES/USES			51,800,544.00	49,590,993.00	0.00	43,431,419.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(184,025.00)	(6,543,970.00)	(19,462,594.79)	(8,571,977.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	71,352,959.15	71,352,958.00		71,352,958.00	0.00	0.0%
b) Audit Adjustments		9793	(3,489,442.00)	(3,469,986.00)		(3,469,986.00)	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			67,863,517.15	67,882,972.00		67,882,972.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			67,863,517.15	67,882,972.00		67,882,972.00		
2) Ending Balance, June 30 (E + F1e)			67,679,492.15	61,339,002.00		59,310,995.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
b) Restricted		9740	67,679,492.15	61,339,002.00		59,310,995.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
LCFF SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	0.00	0.00	0.00	0.00		
Education Protection Account State Aid - Current Year		8012	0.00	0.00	0.00	0.00		
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00		
Tax Relief Subventions								
Homeowners' Exemptions		8021	0.00	0.00	0.00	0.00		
Timber Yield Tax		8022	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00		
County & District Taxes								
Secured Roll Taxes		8041	0.00	0.00	0.00	0.00		
Unsecured Roll Taxes		8042	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8043	0.00	0.00	0.00	0.00		
Supplemental Taxes		8044	0.00	0.00	0.00	0.00		
Education Revenue Augmentation Fund (ERAF)		8045	0.00	0.00	0.00	0.00		
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00		
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00		
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00		
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00		
Subtotal, LCFF Sources			0.00	0.00	0.00	0.00		
LCFF Transfers								
Unrestricted LCFF								
Transfers - Current Year	0000	8091						
All Other LCFF Transfers - Current Year	All Other	8091	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		
Property Taxes Transfers		8097	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	0.0%
TOTAL, LCFF SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	3,063,104.00	3,324,433.00	22,259.12	3,433,834.00	109,401.00	3.3%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Special Education Discretionary Grants		8182	277,998.00	489,597.00	0.00	489,597.00	0.00	0.0%
Child Nutrition Programs		8220	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	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00		
Flood Control Funds		8270	0.00	0.00	0.00	0.00		
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00		
FEMA		8281	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	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	4,541,712.00	5,697,408.00	1,767,267.22	5,822,544.00	125,136.00	2.2%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	400,000.00	563,330.00	9,144.08	562,783.00	(547.00)	-0.1%
Title III, Part A, Immigrant Student Program	4201	8290	0.00	46,452.00	(4,017.75)	42,434.00	(4,018.00)	-8.6%
Title III, Part A, English Learner Program	4203	8290	1,354,410.00	1,519,141.00	468,966.88	1,538,337.00	19,196.00	1.3%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3040, 3060, 3061, 3110, 3150, 3155, 3180, 3182, 4037, 4123, 4124, 4126, 4127, 4128, 5630	8290	481,634.00	1,133,261.00	361,377.60	1,133,261.00	0.00	0.0%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	8,488,380.00	8,827,470.00	637,773.84	8,827,469.00	(1.00)	0.0%
TOTAL, FEDERAL REVENUE			18,607,238.00	21,601,092.00	3,262,770.99	21,850,259.00	249,167.00	1.2%
OTHER STATE REVENUE								
Other State Apportionments								
ROC/P Entitlement								
Prior Years	6360	8319	0.00	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	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	429,712.00	439,027.00	241,462.00	439,027.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	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	0.0%
Mandated Costs Reimbursements		8550	0.00	0.00	0.00	0.00		
Lottery - Unrestricted and Instructional Materials		8560	915,941.00	980,784.00	157,608.75	980,784.00	0.00	0.0%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	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	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590	3,681,717.00	3,681,717.00	0.00	3,681,717.00	0.00	0.0%
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Career Technical Education Incentive Grant Program	6387	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590	0.00	0.00	0.00	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	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	0.00	0.0%
All Other State Revenue	All Other	8590	28,013,308.00	34,865,196.00	17,553,017.50	35,728,151.00	862,955.00	2.5%
TOTAL, OTHER STATE REVENUE			33,040,678.00	39,966,724.00	17,952,088.25	40,829,679.00	862,955.00	2.2%
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	0.0%
Unsecured Roll		8616	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	0.0%
Supplemental Taxes		8618	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	0.0%
Other		8622	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	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	89,998.55	0.00	0.00	0.0%
Sale of Publications		8632	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	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.00	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	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		
Non-Resident Students		8672	0.00	0.00	0.00	0.00		
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	460.00	460.00	New
Mitigation/Developer Fees		8681	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	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00		
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	500,000.00	1,854,377.00	1,747,174.35	2,607,533.00	753,156.00	40.6%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	12,371,189.00	12,371,189.00	6,604,852.00	12,371,189.00	0.00	0.0%
From JPAs	6500	8793	0.00	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	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	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	0.0%
From County Offices	All Other	8792	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	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			12,871,189.00	14,225,566.00	8,442,024.90	14,979,182.00	753,616.00	5.3%
TOTAL, REVENUES			64,519,105.00	75,793,382.00	29,656,884.14	77,659,120.00	1,865,738.00	2.5%
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	18,013,213.00	19,160,531.00	9,478,226.09	19,488,132.00	(327,601.00)	-1.7%
Certificated Pupil Support Salaries		1200	10,205,827.00	7,488,553.00	970,854.20	2,389,693.00	5,098,860.00	68.1%
Certificated Supervisors' and Administrators' Salaries		1300	2,176,315.00	2,406,834.00	1,264,060.86	2,365,209.00	41,625.00	1.7%
Other Certificated Salaries		1900	1,697,211.00	2,557,690.00	979,216.16	1,866,611.00	691,079.00	27.0%
TOTAL, CERTIFICATED SALARIES			32,092,566.00	31,613,608.00	12,692,357.31	26,109,645.00	5,503,963.00	17.4%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	9,197,659.00	8,810,096.00	4,735,687.71	8,971,937.00	(161,841.00)	-1.8%
Classified Support Salaries		2200	6,813,894.00	7,549,817.00	3,536,331.91	7,311,731.00	238,086.00	3.2%
Classified Supervisors' and Administrators' Salaries		2300	843,050.00	810,901.00	402,233.37	754,951.00	55,950.00	6.9%
Clerical, Technical and Office Salaries		2400	3,133,840.00	3,521,397.00	1,730,606.64	3,239,758.00	281,639.00	8.0%
Other Classified Salaries		2900	601,432.00	643,304.00	250,229.13	731,152.00	(87,848.00)	-13.7%
TOTAL, CLASSIFIED SALARIES			20,589,875.00	21,335,515.00	10,655,088.76	21,009,529.00	325,986.00	1.5%
EMPLOYEE BENEFITS								
STRS		3101-3102	5,862,098.00	5,690,210.00	2,244,244.82	4,672,255.00	1,017,955.00	17.9%
PERS		3201-3202	5,889,554.00	6,091,643.00	2,908,680.04	5,908,683.00	182,960.00	3.0%
OASDI/Medicare/Alternative		3301-3302	2,101,209.00	2,154,746.00	1,020,552.30	2,010,513.00	144,233.00	6.7%
Health and Welfare Benefits		3401-3402	4,842,251.00	4,756,339.00	2,311,400.92	4,758,404.00	(2,065.00)	0.0%
Unemployment Insurance		3501-3502	108,635.00	33,376.00	11,341.87	23,920.00	9,456.00	28.3%
Workers' Compensation		3601-3602	962,332.00	981,714.00	433,670.47	870,422.00	111,292.00	11.3%
OPEB, Allocated		3701-3702	1,086,796.00	1,344,510.00	462,683.68	947,077.00	397,433.00	29.6%
OPEB, Active Employees		3751-3752	12.00	12.00	0.00	12.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			20,852,887.00	21,052,550.00	9,392,574.10	19,191,286.00	1,861,264.00	8.8%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	592,954.00	600,000.00	156,649.95	600,000.00	0.00	0.0%
Books and Other Reference Materials		4200	247,614.00	351,354.00	27,437.19	476,674.00	(125,320.00)	-35.7%
Materials and Supplies		4300	4,305,248.00	5,060,579.00	918,151.95	5,540,993.00	(480,414.00)	-9.5%
Noncapitalized Equipment		4400	1,340,548.00	1,630,529.00	463,635.87	2,049,929.00	(419,400.00)	-25.7%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			6,486,364.00	7,642,462.00	1,565,874.96	8,667,596.00	(1,025,134.00)	-13.4%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	19,487,630.00	29,156,068.00	9,722,339.23	30,841,928.00	(1,685,860.00)	-5.8%
Travel and Conferences		5200	709,812.00	892,089.00	219,916.16	849,950.00	42,139.00	4.7%
Dues and Memberships		5300	5,985.00	11,610.00	3,363.20	5,905.00	5,705.00	49.1%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	1,388,000.00	1,258,000.00	20,203.53	1,254,500.00	3,500.00	0.3%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	336,457.00	351,730.00	197,568.99	426,107.00	(74,377.00)	-21.1%
Transfers of Direct Costs		5710	185,636.00	410,301.00	137,608.30	508,503.00	(98,202.00)	-23.9%
Transfers of Direct Costs - Interfund		5750	28,781.00	189,627.00	164,774.03	233,370.00	(43,743.00)	-23.1%
Professional/Consulting Services and Operating Expenditures		5800	7,054,733.00	9,275,686.00	3,899,459.65	11,681,142.00	(2,405,456.00)	-25.9%
Communications		5900	1,020,500.00	822,503.00	413,793.00	834,203.00	(11,700.00)	-1.4%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			30,217,534.00	42,367,614.00	14,779,026.09	46,635,608.00	(4,267,994.00)	-10.1%
CAPITAL OUTLAY								
Land		6100	2,500.00	2,500.00	0.00	2,500.00	0.00	0.0%
Land Improvements		6170	0.00	55,000.00	0.00	55,000.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	3,001,650.00	3,001,650.00	29,280.30	3,001,700.00	(50.00)	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	770,000.00	1,309,721.00	66,060.65	1,333,200.00	(23,479.00)	-1.8%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			3,774,150.00	4,368,871.00	95,340.95	4,392,400.00	(23,529.00)	-0.5%
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	0.0%
State Special Schools		7130	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	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	1,887,300.00	1,887,300.00	40,240.00	1,887,300.00	0.00	0.0%
Payments to JPAs		7143	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	0.0%
To County Offices		7212	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	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	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	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
To JPAs	6360	7223	0.00	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	0.0%
All Other Transfers		7281-7283	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	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			1,887,300.00	1,887,300.00	40,240.00	1,887,300.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	602,998.00	1,660,425.00	(101,023.24)	1,769,152.00	(108,727.00)	-6.5%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			602,998.00	1,660,425.00	(101,023.24)	1,769,152.00	(108,727.00)	-6.5%
TOTAL, EXPENDITURES			116,503,674.00	131,928,345.00	49,119,478.93	129,662,516.00	2,265,829.00	1.7%
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	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	0.0%
Other Authorized Interfund Transfers In		8919	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	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	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	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments								
Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds								
Proceeds from Disposal of Capital Assets		8953	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	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	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	0.0%
Proceeds from SBITAs		8974	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	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	51,800,544.00	49,590,993.00	0.00	43,431,419.00	(6,159,574.00)	-12.4%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			51,800,544.00	49,590,993.00	0.00	43,431,419.00	(6,159,574.00)	-12.4%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			51,800,544.00	49,590,993.00	0.00	43,431,419.00	6,159,574.00	12.4%

2023-24 Second Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	208,511,385.00	208,816,808.00	123,144,299.19	208,801,624.00	(15,184.00)	0.0%
2) Federal Revenue		8100-8299	18,607,238.00	21,601,092.00	3,262,770.99	21,850,259.00	249,167.00	1.2%
3) Other State Revenue		8300-8599	37,741,224.00	44,806,284.00	21,103,203.42	45,918,939.00	1,112,655.00	2.5%
4) Other Local Revenue		8600-8799	15,206,483.00	16,830,393.00	10,028,174.45	17,760,423.00	930,030.00	5.5%
5) TOTAL, REVENUES			280,066,330.00	292,054,577.00	157,538,448.05	294,331,245.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	108,193,994.00	111,762,091.00	58,997,477.90	113,131,175.00	(1,369,084.00)	-1.2%
2) Classified Salaries		2000-2999	43,741,462.00	46,894,095.00	25,233,290.44	45,473,413.00	1,420,682.00	3.0%
3) Employee Benefits		3000-3999	61,059,729.00	64,174,265.00	32,896,784.39	62,363,264.00	1,811,001.00	2.8%
4) Books and Supplies		4000-4999	17,570,871.00	18,011,181.00	4,316,343.58	18,154,136.00	(142,955.00)	-0.8%
5) Services and Other Operating Expenditures		5000-5999	52,369,337.00	64,700,154.00	28,438,025.20	72,146,630.00	(7,446,476.00)	-11.5%
6) Capital Outlay		6000-6999	3,820,335.00	4,537,323.00	95,340.95	4,566,337.00	(29,014.00)	-0.6%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	2,387,300.00	2,387,300.00	293,369.00	2,387,300.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(329,318.00)	(328,792.00)	0.00	(337,533.00)	8,741.00	-2.7%
9) TOTAL, EXPENDITURES			288,813,710.00	312,137,617.00	150,270,631.46	317,884,722.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(8,747,380.00)	(20,083,040.00)	7,267,816.59	(23,553,477.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(8,747,380.00)	(20,083,040.00)	7,267,816.59	(23,553,477.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	144,685,500.94	144,685,499.00		144,685,499.00	0.00	0.0%
b) Audit Adjustments		9793	(3,489,442.00)	(3,469,986.00)		(3,469,986.00)	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			141,196,058.94	141,215,513.00		141,215,513.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			141,196,058.94	141,215,513.00		141,215,513.00		
2) Ending Balance, June 30 (E + F1e)			132,448,678.94	121,132,473.00		117,662,036.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	120,000.00	239,779.00		20,000.00		
Stores		9712	0.00	0.00		219,779.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		

2023-24 Second Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
b) Restricted		9740	67,679,492.15	61,339,002.00		59,310,995.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	17,554,545.00	28,339,930.00		26,322,789.00		
Student Transportation Bus Replace	0000	9780	1,000,000.00					
Technology Device Refresh	0000	9780	3,000,000.00					
Instructional Materials Adoptions	0000	9780	2,000,000.00					
Building Maintenance One-time Funds	0000	9780	1,564,000.00					
Financial Stability Reserve	0000	9780	9,990,545.00					
Student Transportation Bus Replace	0000	9780		1,000,000.00				
Technology Device Refresh	0000	9780		3,000,000.00				
Instructional Materials Adoptions	0000	9780		2,000,000.00				
Building Maintenance One-time Funds	0000	9780		1,564,000.00				
Financial Stability Reserve	0000	9780		20,775,930.00				
Student Transportation Bus Replace	0000	9780				1,000,000.00		
Technology Device Refresh	0000	9780				3,000,000.00		
Instructional Materials Adoptions	0000	9780				2,000,000.00		
Building Maintenance One-time Funds	0000	9780				1,564,000.00		
Financial Stability Reserve	0000	9780				18,758,789.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	28,881,371.00	31,213,762.00		31,788,473.00		
Unassigned/Unappropriated Amount		9790	18,213,270.79	0.00		0.00		
LCFF SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	139,281,294.00	142,796,972.00	81,944,335.00	142,767,191.00	(29,781.00)	0.0%
Education Protection Account State Aid - Current Year		8012	43,331,935.00	42,683,371.00	22,386,307.00	42,697,968.00	14,597.00	0.0%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions								
Homeowners' Exemptions		8021	154,861.00	162,977.00	0.00	162,977.00	0.00	0.0%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	5,677.00	5,109.00	0.00	5,109.00	0.00	0.0%
County & District Taxes								
Secured Roll Taxes		8041	26,125,312.00	24,166,482.00	15,532,179.90	24,166,482.00	0.00	0.0%
Unsecured Roll Taxes		8042	506,069.00	32,649.00	310,269.61	32,649.00	0.00	0.0%
Prior Years' Taxes		8043	89,399.00	71,519.00	95,597.47	71,519.00	0.00	0.0%
Supplemental Taxes		8044	560,386.00	565,538.00	519,227.91	565,538.00	0.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	1,349,470.00	186,479.00	1,123,842.82	186,479.00	0.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	1,106,982.00	2,145,712.00	1,232,539.48	2,145,712.00	0.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%

2023-24 Second Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	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	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			212,511,385.00	212,816,808.00	123,144,299.19	212,801,624.00	(15,184.00)	0.0%
LCFF Transfers								
Unrestricted LCFF								
Transfers - Current Year	0000	8091	(4,000,000.00)	(4,000,000.00)	0.00	(4,000,000.00)	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	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	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			208,511,385.00	208,816,808.00	123,144,299.19	208,801,624.00	(15,184.00)	0.0%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	3,063,104.00	3,324,433.00	22,259.12	3,433,834.00	109,401.00	3.3%
Special Education Discretionary Grants		8182	277,998.00	489,597.00	0.00	489,597.00	0.00	0.0%
Child Nutrition Programs		8220	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	0.0%
Forest Reserve Funds		8260	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	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	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	0.0%
Title I, Part A, Basic	3010	8290	4,541,712.00	5,697,408.00	1,767,267.22	5,822,544.00	125,136.00	2.2%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	400,000.00	563,330.00	9,144.08	562,783.00	(547.00)	-0.1%
Title III, Part A, Immigrant Student Program	4201	8290	0.00	46,452.00	(4,017.75)	42,434.00	(4,018.00)	-8.6%
Title III, Part A, English Learner Program	4203	8290	1,354,410.00	1,519,141.00	468,966.88	1,538,337.00	19,196.00	1.3%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3040, 3060, 3061, 3110, 3150, 3155, 3180, 3182, 4037, 4123, 4124, 4126, 4127, 4128, 5630	8290	481,634.00	1,133,261.00	361,377.60	1,133,261.00	0.00	0.0%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	8,488,380.00	8,827,470.00	637,773.84	8,827,469.00	(1.00)	0.0%
TOTAL, FEDERAL REVENUE			18,607,238.00	21,601,092.00	3,262,770.99	21,850,259.00	249,167.00	1.2%
OTHER STATE REVENUE								
Other State Apportionments								
ROC/P Entitlement								

2023-24 Second Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Prior Years	6360	8319	0.00	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	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	429,712.00	439,027.00	241,462.00	439,027.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	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	0.0%
Mandated Costs Reimbursements		8550	458,784.00	494,115.00	494,115.00	494,115.00	0.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	3,247,703.00	3,391,878.00	1,442,611.04	3,391,878.00	0.00	0.0%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	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	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590	3,681,717.00	3,681,717.00	0.00	3,681,717.00	0.00	0.0%
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590	0.00	0.00	0.00	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	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	0.00	0.0%
All Other State Revenue	All Other	8590	29,923,308.00	36,799,547.00	18,925,015.38	37,912,202.00	1,112,655.00	3.0%
TOTAL, OTHER STATE REVENUE			37,741,224.00	44,806,284.00	21,103,203.42	45,918,939.00	1,112,655.00	2.5%
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	0.0%
Unsecured Roll		8616	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	0.0%
Supplemental Taxes		8618	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	0.0%
Other		8622	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	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	5,000.00	5,000.00	89,998.55	95,000.00	90,000.00	1,800.0%
Sale of Publications		8632	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	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	220,000.00	220,000.00	89,152.30	220,000.00	0.00	0.0%

2023-24 Second Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Interest		8660	1,000,000.00	1,000,000.00	644,530.67	1,000,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	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	0.0%
Non-Resident Students		8672	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	0.0%
Interagency Services		8677	0.00	0.00	0.00	460.00	460.00	New
Mitigation/Developer Fees		8681	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	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	1,610,294.00	3,234,204.00	2,599,640.93	4,073,774.00	839,570.00	26.0%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	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	0.00	0.0%
From County Offices	6500	8792	12,371,189.00	12,371,189.00	6,604,852.00	12,371,189.00	0.00	0.0%
From JPAs	6500	8793	0.00	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	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	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	0.0%
From County Offices	All Other	8792	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	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			15,206,483.00	16,830,393.00	10,028,174.45	17,760,423.00	930,030.00	5.5%
TOTAL, REVENUES			280,066,330.00	292,054,577.00	157,538,448.05	294,331,245.00	2,276,668.00	0.8%
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	81,485,665.00	82,575,160.00	43,892,277.21	84,024,174.00	(1,449,014.00)	-1.8%
Certificated Pupil Support Salaries		1200	15,643,428.00	16,249,385.00	8,208,031.43	16,341,971.00	(92,586.00)	-0.6%
Certificated Supervisors' and Administrators' Salaries		1300	9,267,701.00	9,662,306.00	5,163,352.08	9,528,752.00	133,554.00	1.4%
Other Certificated Salaries		1900	1,797,200.00	3,275,240.00	1,733,817.18	3,236,278.00	38,962.00	1.2%
TOTAL, CERTIFICATED SALARIES			108,193,994.00	111,762,091.00	58,997,477.90	113,131,175.00	(1,369,084.00)	-1.2%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	11,414,641.00	11,156,224.00	5,823,264.93	11,027,935.00	128,289.00	1.1%
Classified Support Salaries		2200	11,462,167.00	12,774,570.00	6,647,632.62	11,905,604.00	868,966.00	6.8%
Classified Supervisors' and Administrators' Salaries		2300	2,613,303.00	2,688,439.00	1,449,640.57	2,605,007.00	83,432.00	3.1%
Clerical, Technical and Office Salaries		2400	12,623,448.00	13,817,457.00	7,764,945.91	13,429,638.00	387,819.00	2.8%
Other Classified Salaries		2900	5,627,903.00	6,457,405.00	3,547,806.41	6,505,229.00	(47,824.00)	-0.7%
TOTAL, CLASSIFIED SALARIES			43,741,462.00	46,894,095.00	25,233,290.44	45,473,413.00	1,420,682.00	3.0%

2023-24 Second Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
EMPLOYEE BENEFITS								
STRS		3101-3102	20,467,164.00	20,506,135.00	10,531,796.62	20,480,866.00	25,269.00	0.1%
PERS		3201-3202	12,685,660.00	13,477,152.00	7,006,319.33	13,159,024.00	318,128.00	2.4%
OASDI/Medicare/Alternative		3301-3302	5,037,175.00	5,305,573.00	2,854,970.27	5,205,043.00	100,530.00	1.9%
Health and Welfare Benefits		3401-3402	16,008,593.00	16,700,201.00	8,883,539.91	16,698,361.00	1,840.00	0.0%
Unemployment Insurance		3501-3502	169,230.00	89,359.00	44,948.42	78,250.00	11,109.00	12.4%
Workers' Compensation		3601-3602	2,802,463.00	2,944,996.00	1,563,622.35	2,943,363.00	1,633.00	0.1%
OPEB, Allocated		3701-3702	3,889,432.00	5,150,837.00	2,011,587.49	3,798,345.00	1,352,492.00	26.3%
OPEB, Active Employees		3751-3752	12.00	12.00	0.00	12.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			61,059,729.00	64,174,265.00	32,896,784.39	62,363,264.00	1,811,001.00	2.8%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	2,174,470.00	2,300,000.00	477,222.89	2,300,000.00	0.00	0.0%
Books and Other Reference Materials		4200	934,038.00	1,160,721.00	415,359.66	1,282,648.00	(121,927.00)	-10.5%
Materials and Supplies		4300	10,122,438.00	9,948,765.00	2,372,478.18	10,431,765.00	(483,000.00)	-4.9%
Noncapitalized Equipment		4400	4,339,925.00	4,601,695.00	1,051,282.85	4,139,723.00	461,972.00	10.0%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			17,570,871.00	18,011,181.00	4,316,343.58	18,154,136.00	(142,955.00)	-0.8%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	24,771,126.00	34,439,564.00	12,087,261.00	36,125,421.00	(1,685,857.00)	-4.9%
Travel and Conferences		5200	1,394,116.00	1,470,304.00	467,546.39	1,578,720.00	(108,416.00)	-7.4%
Dues and Memberships		5300	139,877.00	134,142.00	125,835.20	251,347.00	(117,205.00)	-87.4%
Insurance		5400-5450	3,516,775.00	3,516,775.00	3,168,745.03	3,598,862.00	(82,087.00)	-2.3%
Operations and Housekeeping Services		5500	4,173,000.00	4,163,000.00	2,212,420.55	4,166,500.00	(3,500.00)	-0.1%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	1,153,274.00	1,175,695.00	466,943.08	1,252,290.00	(76,595.00)	-6.5%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	29,575.00	187,068.00	159,180.61	229,434.00	(42,366.00)	-22.6%
Professional/Consulting Services and Operating Expenditures		5800	15,486,885.00	18,167,083.00	9,059,237.43	23,484,825.00	(5,317,742.00)	-29.3%
Communications		5900	1,704,709.00	1,446,523.00	690,855.91	1,459,231.00	(12,708.00)	-0.9%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			52,369,337.00	64,700,154.00	28,438,025.20	72,146,630.00	(7,446,476.00)	-11.5%
CAPITAL OUTLAY								
Land		6100	2,500.00	2,500.00	0.00	2,500.00	0.00	0.0%
Land Improvements		6170	0.00	55,000.00	0.00	55,000.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	3,016,650.00	3,016,650.00	29,280.30	3,016,700.00	(50.00)	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	801,185.00	1,463,173.00	66,060.65	1,492,137.00	(28,964.00)	-2.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			3,820,335.00	4,537,323.00	95,340.95	4,566,337.00	(29,014.00)	-0.6%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								

2023-24 Second Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Tuition for Instruction Under Interdistrict								
Attendance Agreements		7110	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	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	2,387,300.00	2,387,300.00	293,369.00	2,387,300.00	0.00	0.0%
Payments to JPAs		7143	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	0.0%
To County Offices		7212	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	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	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	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	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	0.0%
All Other Transfers		7281-7283	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	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			2,387,300.00	2,387,300.00	293,369.00	2,387,300.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	0.00	0.00	0.00	0.00		
Transfers of Indirect Costs - Interfund		7350	(329,318.00)	(328,792.00)	0.00	(337,533.00)	8,741.00	-2.7%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(329,318.00)	(328,792.00)	0.00	(337,533.00)	8,741.00	-2.7%
TOTAL, EXPENDITURES			288,813,710.00	312,137,617.00	150,270,631.46	317,884,722.00	(5,747,105.00)	-1.8%
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	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	0.0%
Other Authorized Interfund Transfers In		8919	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	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	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	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments								
Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds								
Proceeds from Disposal of Capital Assets		8953	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	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	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	0.0%
Proceeds from SBITAs		8974	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	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00		
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00		
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00	0.00	0.0%

Resource	Description	2023-24 Projected Totals
2600	Expanded Learning Opportunities Program	9,499,561.00
6211	Literacy Coaches and Reading Specialists Grant Program	4,027,178.00
6266	Educator Effectiveness, FY 2021-22	1,319,202.00
6300	Lottery: Instructional Materials	1,071,717.00
6546	Mental Health-Related Services	311,835.00
6547	Special Education Early Intervention Preschool Grant	3,413,726.00
6762	Arts, Music, and Instructional Materials Discretionary Block Grant	5,657,944.00
7085	Learning Communities for School Success Program	1,151,979.00
7388	SB 117 COVID-19 LEA Response Funds	209,181.00
7435	Learning Recovery Emergency Block Grant	20,896,766.00
8150	Ongoing & Major Maintenance Account (RMA: Education Code Section 17070.75)	7,182,980.00
9010	Other Restricted Local	4,568,926.00
Total, Restricted Balance		59,310,995.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.00	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.00	0.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.00	0.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	0.00	0.00	0.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	207,785.29	207,784.00		207,784.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			207,785.29	207,784.00		207,784.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			207,785.29	207,784.00		207,784.00		
2) Ending Balance, June 30 (E + F1e)			207,785.29	207,784.00		207,784.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted								
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
REVENUES								
Sale of Equipment and Supplies		8631	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	0.0%
Interest		8660	0.00	0.00	0.00	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	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	0.0%
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.00	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.00	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.00	0.00	0.00	0.0%
CAPITAL OUTLAY								
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.00	0.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	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	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2023-24 Project Year Totals
8210	Student Activity Funds	207,784.00
Total, Restricted Balance		207,784.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	(318,790.00)	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	7,793.82	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	(310,996.18)	0.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	3,742.64	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	3,742.64	0.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	0.00	(314,738.82)	0.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	(314,738.82)	0.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	632,224.82	632,225.00		632,225.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			632,224.82	632,225.00		632,225.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			632,224.82	632,225.00		632,225.00		
2) Ending Balance, June 30 (E + F1e)			632,224.82	632,225.00		632,225.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	632,224.82	632,225.00		632,225.00		
c) Committed								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
FEDERAL REVENUE								
Child Nutrition Programs		8220	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	0.0%
Title I, Part A, Basic	3010	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Child Development Apportionments		8530	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	0.0%
State Preschool	6105	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	(318,790.00)	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	(318,790.00)	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	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	0.0%
Interest		8660	0.00	0.00	7,793.82	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Child Development Parent Fees		8673	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	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	0.0%
Other Local Revenue								
All Other Local Revenue		8699	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	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	0.00	7,793.82	0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	(310,996.18)	0.00		
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.00	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.00	0.00	0.00	0.0%
Communications		5900	0.00	0.00	3,742.64	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	3,742.64	0.00	0.00	0.0%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	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	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	3,742.64	0.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: General Fund		8911	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	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	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	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2023-24 Projected Totals
5059	Child Development: ARP California State Preschool Program One-time Stipend	96,302.00
6130	Child Development: Center-Based Reserve Account	304,518.00
9010	Other Restricted Local	231,405.00
Total, Restricted Balance		632,225.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	9,687,175.00	10,060,897.00	3,393,950.08	10,406,915.00	346,018.00	3.4%
3) Other State Revenue		8300-8599	2,529,052.00	2,529,052.00	1,364,542.39	3,622,151.00	1,093,099.00	43.2%
4) Other Local Revenue		8600-8799	16,000.00	16,000.00	90,427.53	250,000.00	234,000.00	1,462.5%
5) TOTAL, REVENUES			12,232,227.00	12,605,949.00	4,848,920.00	14,279,066.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	4,176,681.00	4,537,166.00	2,525,497.32	4,536,666.00	500.00	0.0%
3) Employee Benefits		3000-3999	1,819,281.00	2,007,329.00	1,065,991.56	1,949,168.00	58,161.00	2.9%
4) Books and Supplies		4000-4999	5,979,934.00	6,323,431.00	2,102,422.68	6,423,519.00	(100,088.00)	-1.6%
5) Services and Other Operating Expenditures		5000-5999	149,862.00	(6,779.00)	(83,681.84)	(49,688.00)	42,909.00	-633.0%
6) Capital Outlay		6000-6999	0.00	60,300.00	0.00	60,300.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)	7100-7299,7400-7499		0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	329,318.00	328,792.00	0.00	337,533.00	(8,741.00)	-2.7%
9) TOTAL, EXPENDITURES			12,455,076.00	13,250,239.00	5,610,229.72	13,257,498.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(222,849.00)	(644,290.00)	(761,309.72)	1,021,568.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(222,849.00)	(644,290.00)	(761,309.72)	1,021,568.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	9,969,626.94	9,969,627.00		9,969,627.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			9,969,626.94	9,969,627.00		9,969,627.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			9,969,626.94	9,969,627.00		9,969,627.00		
2) Ending Balance, June 30 (E + F1e)			9,746,777.94	9,325,337.00		10,991,195.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	9,746,777.94	9,325,337.00		10,991,195.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
FEDERAL REVENUE								
Child Nutrition Programs		8220	9,687,175.00	9,978,097.00	3,319,430.08	10,324,115.00	346,018.00	3.5%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	82,800.00	74,520.00	82,800.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			9,687,175.00	10,060,897.00	3,393,950.08	10,406,915.00	346,018.00	3.4%
OTHER STATE REVENUE								
Child Nutrition Programs		8520	2,529,052.00	2,529,052.00	1,364,542.39	3,622,151.00	1,093,099.00	43.2%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			2,529,052.00	2,529,052.00	1,364,542.39	3,622,151.00	1,093,099.00	43.2%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	47,727.76	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	16,000.00	16,000.00	41,436.37	250,000.00	234,000.00	1,462.5%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	1,263.40	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			16,000.00	16,000.00	90,427.53	250,000.00	234,000.00	1,462.5%
TOTAL, REVENUES			12,232,227.00	12,605,949.00	4,848,920.00	14,279,066.00		
CERTIFICATED SALARIES								
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.00	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Support Salaries		2200	3,769,451.00	4,136,048.00	2,293,991.94	4,136,348.00	(300.00)	0.0%
Classified Supervisors' and Administrators' Salaries		2300	251,737.00	224,823.00	128,977.43	223,823.00	1,000.00	0.4%
Clerical, Technical and Office Salaries		2400	155,493.00	176,295.00	102,527.95	176,495.00	(200.00)	-0.1%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			4,176,681.00	4,537,166.00	2,525,497.32	4,536,666.00	500.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	1,101,926.00	1,200,737.00	650,167.05	1,200,573.00	164.00	0.0%
OASDI/Medicare/Alternative		3301-3302	312,015.00	340,833.00	189,057.20	339,634.00	1,199.00	0.4%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Health and Welfare Benefits		3401-3402	269,649.00	269,603.00	145,572.37	263,703.00	5,900.00	2.2%
Unemployment Insurance		3501-3502	3,187.00	2,226.00	1,236.37	2,155.00	71.00	3.2%
Workers' Compensation		3601-3602	74,343.00	85,679.00	46,816.06	82,217.00	3,462.00	4.0%
OPEB, Allocated		3701-3702	58,161.00	108,251.00	33,142.51	60,886.00	47,365.00	43.8%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			1,819,281.00	2,007,329.00	1,065,991.56	1,949,168.00	58,161.00	2.9%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	396,553.00	298,680.00	118,068.55	317,778.00	(19,098.00)	-6.4%
Noncapitalized Equipment		4400	5,000.00	27,500.00	0.00	26,500.00	1,000.00	3.6%
Food		4700	5,578,381.00	5,997,251.00	1,984,354.13	6,079,241.00	(81,990.00)	-1.4%
TOTAL, BOOKS AND SUPPLIES			5,979,934.00	6,323,431.00	2,102,422.68	6,423,519.00	(100,088.00)	-1.6%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	6,394.00	6,456.00	962.45	6,456.00	0.00	0.0%
Dues and Memberships		5300	4,150.00	4,150.00	43.00	1,107.00	3,043.00	73.3%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	39,362.00	39,362.00	18,081.22	45,362.00	(6,000.00)	-15.2%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	30,880.00	30,880.00	2,300.30	27,880.00	3,000.00	9.7%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(29,575.00)	(187,068.00)	(159,180.61)	(229,434.00)	42,366.00	-22.6%
Professional/Consulting Services and Operating Expenditures		5800	97,208.00	97,997.00	53,806.56	97,997.00	0.00	0.0%
Communications		5900	1,443.00	1,444.00	305.24	944.00	500.00	34.6%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			149,862.00	(6,779.00)	(83,681.84)	(49,688.00)	42,909.00	-633.0%
CAPITAL OUTLAY								
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	60,300.00	0.00	60,300.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	60,300.00	0.00	60,300.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs - Interfund		7350	329,318.00	328,792.00	0.00	337,533.00	(8,741.00)	-2.7%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			329,318.00	328,792.00	0.00	337,533.00	(8,741.00)	-2.7%
TOTAL, EXPENDITURES			12,455,076.00	13,250,239.00	5,610,229.72	13,257,498.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: General Fund		8916	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	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	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	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2023-24 Projected Totals
5310	Child Nutrition: School Programs (e.g., School Lunch, School Breakfast, Milk, Pregnant & Lactating Students)	3,823,071.00
5320	Child Nutrition: Child Care Food Program (CCFP) Claims-Centers and Family Day Care Homes (Meal Reimbursements)	1,062,093.00
5330	Child Nutrition: Summer Food Service Program Operations	4,452,203.00
5466	Child Nutrition: Supply Chain Assistance (SCA) Funds	445,288.00
7032	Child Nutrition: Kitchen Infrastructure and Training Funds - 2022 KIT Funds	809,509.00
7033	Child Nutrition: School Food Best Practices Apportionment	399,031.00
Total, Restricted Balance		10,991,195.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	4,000,000.00	4,000,000.00	0.00	4,000,000.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	5,000.00	5,000.00	28,523.53	5,000.00	0.00	0.0%
5) TOTAL, REVENUES			4,005,000.00	4,005,000.00	28,523.53	4,005,000.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	1,050,825.00	1,050,825.00	0.00	1,050,825.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	197,375.00	197,375.00	52,986.62	197,375.00	0.00	0.0%
6) Capital Outlay		6000-6999	6,756,800.00	6,756,800.00	1,315,350.70	6,756,800.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			8,005,000.00	8,005,000.00	1,368,337.32	8,005,000.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(4,000,000.00)	(4,000,000.00)	(1,339,813.79)	(4,000,000.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(4,000,000.00)	(4,000,000.00)	(1,339,813.79)	(4,000,000.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	6,413,208.03	6,413,208.00		6,413,208.00	0.00	0.0%
b) Audit Adjustments		9793	(170,340.00)	0.00		(170,430.00)	(170,430.00)	New
c) As of July 1 - Audited (F1a + F1b)			6,242,868.03	6,413,208.00		6,242,778.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			6,242,868.03	6,413,208.00		6,242,778.00		
2) Ending Balance, June 30 (E + F1e)			2,242,868.03	2,413,208.00		2,242,778.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	2,242,868.03	2,413,208.00		2,242,778.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
LCFF SOURCES								
LCFF Transfers								
LCFF Transfers - Current Year		8091	4,000,000.00	4,000,000.00	0.00	4,000,000.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			4,000,000.00	4,000,000.00	0.00	4,000,000.00	0.00	0.0%
OTHER STATE REVENUE								
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	5,000.00	5,000.00	28,523.53	5,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	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	0.0%
TOTAL, OTHER LOCAL REVENUE			5,000.00	5,000.00	28,523.53	5,000.00	0.00	0.0%
TOTAL, REVENUES			4,005,000.00	4,005,000.00	28,523.53	4,005,000.00		
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	1,048,200.00	1,048,200.00	0.00	1,048,200.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Noncapitalized Equipment		4400	2,625.00	2,625.00	0.00	2,625.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			1,050,825.00	1,050,825.00	0.00	1,050,825.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	10,854.12	15,000.00	(15,000.00)	New
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	197,375.00	197,375.00	42,132.50	182,375.00	15,000.00	7.6%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			197,375.00	197,375.00	52,986.62	197,375.00	0.00	0.0%
CAPITAL OUTLAY								
Land Improvements		6170	2,128,000.00	2,128,000.00	908,752.31	2,128,000.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	4,628,800.00	4,628,800.00	406,598.39	4,628,800.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			6,756,800.00	6,756,800.00	1,315,350.70	6,756,800.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			8,005,000.00	8,005,000.00	1,368,337.32	8,005,000.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	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	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	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	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2023-24 Projected Totals
9010	Other Restricted Local	2,242,778.00
Total, Restricted Balance		2,242,778.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	500,000.00	346,940.22	500,000.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	500,000.00	346,940.22	500,000.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	1,400,000.00	709,005.37	1,500,000.00	(100,000.00)	-7.1%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	9,477.25	25,000.00	(25,000.00)	New
6) Capital Outlay		6000-6999	22,770,705.00	13,300,000.00	5,166,598.42	17,164,180.00	(3,864,180.00)	-29.1%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			22,770,705.00	14,700,000.00	5,885,081.04	18,689,180.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(22,770,705.00)	(14,200,000.00)	(5,538,140.82)	(18,189,180.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(22,770,705.00)	(14,200,000.00)	(5,538,140.82)	(18,189,180.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	76,104,521.35	76,104,522.00		76,104,522.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			76,104,521.35	76,104,522.00		76,104,522.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			76,104,521.35	76,104,522.00		76,104,522.00		
2) Ending Balance, June 30 (E + F1e)			53,333,816.35	61,904,522.00		57,915,342.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	52,642,377.61	60,713,083.00		56,723,903.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	691,438.74	1,191,439.00		1,191,439.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
FEDERAL REVENUE								
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	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	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	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	0.0%
Prior Years' Taxes		8617	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	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	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	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	500,000.00	346,940.22	500,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	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	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	500,000.00	346,940.22	500,000.00	0.00	0.0%
TOTAL, REVENUES			0.00	500,000.00	346,940.22	500,000.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	600,000.00	212,667.71	600,000.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	800,000.00	496,337.66	900,000.00	(100,000.00)	-12.5%
TOTAL, BOOKS AND SUPPLIES			0.00	1,400,000.00	709,005.37	1,500,000.00	(100,000.00)	-7.1%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	9,477.25	25,000.00	(25,000.00)	New
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	9,477.25	25,000.00	(25,000.00)	New
CAPITAL OUTLAY								
Land		6100	81,000.00	0.00	8,101.00	110,000.00	(110,000.00)	New
Land Improvements		6170	154,783.00	0.00	0.00	20,000.00	(20,000.00)	New
Buildings and Improvements of Buildings		6200	20,837,854.00	13,200,000.00	5,150,139.79	16,434,180.00	(3,234,180.00)	-24.5%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	1,697,068.00	100,000.00	8,357.63	600,000.00	(500,000.00)	-500.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
TOTAL, CAPITAL OUTLAY			22,770,705.00	13,300,000.00	5,166,598.42	17,164,180.00	(3,864,180.00)	-29.1%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			22,770,705.00	14,700,000.00	5,885,081.04	18,689,180.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	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	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Sale of Bonds		8951	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
County School Building Aid		8961	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	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	0.0%
Proceeds from SBITAs		8974	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	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2023-24 Projected Totals
9010	Other Restricted Local	56,723,903.00
Total, Restricted Balance		56,723,903.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	145,719.00	630,627.63	594,064.00	448,345.00	307.7%
5) TOTAL, REVENUES			0.00	145,719.00	630,627.63	594,064.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	135,833.00	123,122.56	135,833.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	961,095.00	575,384.84	961,095.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	1,096,928.00	698,507.40	1,096,928.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	(951,209.00)	(67,879.77)	(502,864.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	(951,209.00)	(67,879.77)	(502,864.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	8,476,800.33	8,476,800.00		8,476,800.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			8,476,800.33	8,476,800.00		8,476,800.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			8,476,800.33	8,476,800.00		8,476,800.00		
2) Ending Balance, June 30 (E + F1e)			8,476,800.33	7,525,591.00		7,973,936.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	8,476,800.33	7,525,591.00		7,973,936.00		
c) Committed								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
OTHER STATE REVENUE								
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	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	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	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	0.0%
Prior Years' Taxes		8617	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	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	416,600.28	416,600.00	416,600.00	New
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	36,563.31	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Mitigation/Developer Fees		8681	0.00	145,719.00	177,464.04	177,464.00	31,745.00	21.8%
Other Local Revenue								
All Other Local Revenue		8699	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	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	145,719.00	630,627.63	594,064.00	448,345.00	307.7%
TOTAL, REVENUES			0.00	145,719.00	630,627.63	594,064.00		
CERTIFICATED SALARIES								
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	129,033.00	118,240.06	129,033.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	6,800.00	4,882.50	6,800.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	135,833.00	123,122.56	135,833.00	0.00	0.0%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	581,095.00	385,384.84	581,095.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	380,000.00	190,000.00	380,000.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	961,095.00	575,384.84	961,095.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	1,096,928.00	698,507.40	1,096,928.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	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	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.00	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	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	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	0.0%
Proceeds from SBITAs		8974	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	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2023-24 Projected Totals
9010	Other Restricted Local	7,973,936.00
Total, Restricted Balance		7,973,936.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	7,001,068.00	7,001,068.00	7,051,318.00	7,001,068.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	51,866.56	0.00	0.00	0.0%
5) TOTAL, REVENUES			7,001,068.00	7,001,068.00	7,103,184.56	7,001,068.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	248,526.00	(248,526.00)	New
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	144,276.36	157,310.00	(157,310.00)	New
6) Capital Outlay		6000-6999	7,001,068.00	7,001,068.00	991,698.13	7,819,900.00	(818,832.00)	-11.7%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			7,001,068.00	7,001,068.00	1,135,974.49	8,225,736.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	0.00	5,967,210.07	(1,224,668.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	5,967,210.07	(1,224,668.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	11,406,415.40	11,406,416.00		11,406,416.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			11,406,415.40	11,406,416.00		11,406,416.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			11,406,415.40	11,406,416.00		11,406,416.00		
2) Ending Balance, June 30 (E + F1e)			11,406,415.40	11,406,416.00		10,181,748.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	11,406,415.40	11,406,416.00		10,181,748.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
FEDERAL REVENUE								
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
School Facilities Apportionments		8545	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	0.0%
All Other State Revenue		8590	7,001,068.00	7,001,068.00	7,051,318.00	7,001,068.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			7,001,068.00	7,001,068.00	7,051,318.00	7,001,068.00	0.00	0.0%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	51,866.56	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	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	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	0.00	51,866.56	0.00	0.00	0.0%
TOTAL, REVENUES			7,001,068.00	7,001,068.00	7,103,184.56	7,001,068.00		
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	104,946.00	(104,946.00)	New
Noncapitalized Equipment		4400	0.00	0.00	0.00	143,580.00	(143,580.00)	New
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	248,526.00	(248,526.00)	New
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	144,276.36	157,310.00	(157,310.00)	New
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	144,276.36	157,310.00	(157,310.00)	New
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	17,000.00	(17,000.00)	New
Land Improvements		6170	0.00	0.00	16,619.78	26,620.00	(26,620.00)	New
Buildings and Improvements of Buildings		6200	7,001,068.00	7,001,068.00	975,078.35	7,776,280.00	(775,212.00)	-11.1%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			7,001,068.00	7,001,068.00	991,698.13	7,819,900.00	(818,832.00)	-11.7%
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	0.00	0.00	0.00	0.0%
To County Offices		7212	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	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			7,001,068.00	7,001,068.00	1,135,974.49	8,225,736.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
To: State School Building Fund/County School Facilities Fund From: All Other Funds		8913	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	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.00	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	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	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	0.0%
Proceeds from SBITAs		8974	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	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2023-24 Projected Totals
7710	State School Facilities Projects	10,181,748.00
Total, Restricted Balance		10,181,748.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	118,920.00	102,384.00	0.00	102,384.00	0.00	0.0%
4) Other Local Revenue		8600-8799	18,541,014.00	17,710,821.00	11,065,225.77	17,710,821.00	0.00	0.0%
5) TOTAL, REVENUES			18,659,934.00	17,813,205.00	11,065,225.77	17,813,205.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	19,373,682.00	19,373,682.00	19,380,038.00	19,373,682.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			19,373,682.00	19,373,682.00	19,380,038.00	19,373,682.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(713,748.00)	(1,560,477.00)	(8,314,812.23)	(1,560,477.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	7,476.01	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	7,476.01	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(713,748.00)	(1,560,477.00)	(8,307,336.22)	(1,560,477.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	18,792,503.18	18,792,504.00		18,792,504.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			18,792,503.18	18,792,504.00		18,792,504.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			18,792,503.18	18,792,504.00		18,792,504.00		
2) Ending Balance, June 30 (E + F1e)			18,078,755.18	17,232,027.00		17,232,027.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	18,064,057.29	17,217,329.00		17,217,329.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	14,697.89	14,698.00		14,698.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
FEDERAL REVENUE								
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Tax Relief Subventions								
Voted Indebtedness Levies								
Homeowners' Exemptions		8571	118,920.00	102,384.00	0.00	102,384.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8572	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			118,920.00	102,384.00	0.00	102,384.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Voted Indebtedness Levies								
Secured Roll		8611	17,737,417.00	16,761,982.00	10,108,146.50	16,761,982.00	0.00	0.0%
Unsecured Roll		8612	742,597.00	792,839.00	761,308.42	792,839.00	0.00	0.0%
Prior Years' Taxes		8613	0.00	0.00	32,913.69	0.00	0.00	0.0%
Supplemental Taxes		8614	0.00	0.00	119,284.02	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	0.0%
Interest		8660	61,000.00	156,000.00	43,573.14	156,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	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	0.0%
TOTAL, OTHER LOCAL REVENUE			18,541,014.00	17,710,821.00	11,065,225.77	17,710,821.00	0.00	0.0%
TOTAL, REVENUES			18,659,934.00	17,813,205.00	11,065,225.77	17,813,205.00		
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Debt Service								
Bond Redemptions		7433	7,937,480.00	7,937,480.00	7,937,479.55	7,937,480.00	0.00	0.0%
Bond Interest and Other Service Charges		7434	11,436,202.00	11,436,202.00	11,442,558.45	11,436,202.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			19,373,682.00	19,373,682.00	19,380,038.00	19,373,682.00	0.00	0.0%
TOTAL, EXPENDITURES			19,373,682.00	19,373,682.00	19,380,038.00	19,373,682.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	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	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS OUT								
To: General Fund		7614	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	7,476.01	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	7,476.01	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	7,476.01	0.00		

Resource	Description	2023-24 Projected Totals
9010	Other Restricted Local	17,217,329.00
Total, Restricted Balance		17,217,329.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	22,282.33	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	22,282.33	0.00		
B. EXPENSES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenses		5000-5999	0.00	0.00	1,771,500.57	0.00	0.00	0.0%
6) Depreciation and Amortization		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENSES			0.00	0.00	1,771,500.57	0.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES(A5 -B9)			0.00	0.00	(1,749,218.24)	0.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			0.00	0.00	(1,749,218.24)	0.00		
F. NET POSITION								
1) Beginning Net Position								
a) As of July 1 - Unaudited		9791	11,137,257.13	11,137,257.00		11,137,257.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
c) As of July 1 - Audited (F1a + F1b)			11,137,257.13	11,137,257.00		11,137,257.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			11,137,257.13	11,137,257.00		11,137,257.00		
2) Ending Net Position, June 30 (E + F1e)			11,137,257.13	11,137,257.00		11,137,257.00		
Components of Ending Net Position								
a) Net Investment in Capital Assets		9796	0.00	0.00		0.00		
b) Restricted Net Position		9797	11,137,257.13	11,137,257.00		11,137,257.00		
c) Unrestricted Net Position		9790	0.00	0.00		0.00		
OTHER LOCAL REVENUE								
Interest		8660	0.00	0.00	22,282.33	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
In-District Premiums/Contributions		8674	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	0.00	22,282.33	0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	22,282.33	0.00		
SERVICES AND OTHER OPERATING EXPENSES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	1,771,500.57	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENSES			0.00	0.00	1,771,500.57	0.00	0.00	0.0%
TOTAL, EXPENSES			0.00	0.00	1,771,500.57	0.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	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	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	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	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2023-24 Projected Totals
9010	Other Restricted Local	11,137,257.00
Total, Restricted Net Position		11,137,257.00

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	208,801,624.00	(5.02%)	198,318,301.00	(1.62%)	195,102,744.00
2. Federal Revenues	8100-8299	0.00	0.00%		0.00%	
3. Other State Revenues	8300-8599	5,089,260.00	(6.71%)	4,747,939.02	(.09%)	4,743,480.28
4. Other Local Revenues	8600-8799	2,781,241.00	(12.22%)	2,441,241.00	0.00%	2,441,241.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%		0.00%	
b. Other Sources	8930-8979	0.00	0.00%		0.00%	
c. Contributions	8980-8999	(43,431,419.00)	(.47%)	(43,227,125.16)	1.09%	(43,697,711.60)
6. Total (Sum lines A1 thru A5c)		173,240,706.00	(6.33%)	162,280,355.86	(2.27%)	158,589,753.68
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				87,021,530.00		81,439,874.83
b. Step & Column Adjustment				1,131,279.88		1,058,718.37
c. Cost-of-Living Adjustment						
d. Other Adjustments				(6,712,935.05)		(2,000,000.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	87,021,530.00	(6.41%)	81,439,874.83	(1.16%)	80,498,593.20
2. Classified Salaries						
a. Base Salaries				24,463,884.00		22,639,483.26
b. Step & Column Adjustment				318,030.49		294,313.28
c. Cost-of-Living Adjustment						
d. Other Adjustments				(2,142,431.23)		
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	24,463,884.00	(7.46%)	22,639,483.26	1.30%	22,933,796.54
3. Employee Benefits	3000-3999	43,171,978.00	(9.14%)	39,226,611.62	(1.92%)	38,473,232.81
4. Books and Supplies	4000-4999	9,486,540.00	(27.79%)	6,850,455.00	(11.68%)	6,050,455.00
5. Services and Other Operating Expenditures	5000-5999	25,511,022.00	(22.21%)	19,844,718.14	(5.76%)	18,701,514.60
6. Capital Outlay	6000-6999	173,937.00	(100.00%)		0.00%	
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	500,000.00	0.00%	500,000.00	0.00%	500,000.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(2,106,685.00)	48.09%	(3,119,704.24)	.84%	(3,145,980.65)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%		0.00%	
b. Other Uses	7630-7699	0.00	0.00%		0.00%	
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		188,222,206.00	(11.07%)	167,381,438.61	(2.01%)	164,011,611.50
C. NET INCREASE (DECREASE) IN FUND BALANCE						
(Line A6 minus line B11)		(14,981,500.00)		(5,101,082.75)		(5,421,857.82)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 011, line F1e)		73,332,541.00		58,351,041.00		53,249,958.25
2. Ending Fund Balance (Sum lines C and D1)		58,351,041.00		53,249,958.25		47,828,100.43
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	239,779.00		120,000.00		120,000.00
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00				
2. Other Commitments	9760	0.00				
d. Assigned	9780	26,322,789.00		25,200,807.00		20,017,020.00
e. Unassigned/Unappropriated						

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
1. Reserve for Economic Uncertainties	9789	31,788,473.00		27,929,151.25		27,691,080.43
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		58,351,041.00		53,249,958.25		47,828,100.43
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	31,788,473.00		27,929,151.25		27,691,080.43
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
(Enter other reserve projections in Columns C and E for subsequent years 1 and 2; current year - Column A - is extracted)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00				
b. Reserve for Economic Uncertainties	9789	0.00				
c. Unassigned/Unappropriated	9790	0.00				
3. Total Available Reserves (Sum lines E1a thru E2c)		31,788,473.00		27,929,151.25		27,691,080.43
F. ASSUMPTIONS						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						
2024/25: CE Salaries: Reduce: Shifted 3.5M salaries from Unrest to Rest (35 FTE @ \$100k) Reduce: \$3.5M in salaries due to enroll/ADA decline (35 FTE @ \$100K) Increase: \$287,065 in salaries from Rest to Unrest due to expiration of resources Total CE adjustments = Reduction of \$6,712,935 CLASS Salaries: Reduce: \$1,817,087 due to 2022/23 CSEA Salary Retro in current year. Reduce: \$450K in salaries due to RIF in Pre-School Teachers Increase: 124,646 from Rest to Unrest due to expiration of resources Total CLASS adjustments = Reduction of \$2,142,431 2025/26: CE Salaries: \$2M reduction in salaries due to enroll/ADA decline (20 FTE @ \$100K)						

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	0.00	0.00%		0.00%	
2. Federal Revenues	8100-8299	21,850,259.00	(50.09%)	10,906,015.95	0.00%	10,906,015.95
3. Other State Revenues	8300-8599	40,829,679.00	(13.00%)	35,520,736.50	2.40%	36,373,477.97
4. Other Local Revenues	8600-8799	14,979,182.00	(4.06%)	14,371,189.00	0.00%	14,371,189.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%		0.00%	
b. Other Sources	8930-8979	0.00	0.00%		0.00%	
c. Contributions	8980-8999	43,431,419.00	(.47%)	43,227,125.16	1.09%	43,697,711.60
6. Total (Sum lines A1 thru A5c)		121,090,539.00	(14.09%)	104,025,066.61	1.27%	105,348,394.52
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				26,109,645.00		29,585,675.90
b. Step & Column Adjustment				339,425.40		384,613.80
c. Cost-of-Living Adjustment						
d. Other Adjustments				3,136,605.50		
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	26,109,645.00	13.31%	29,585,675.90	1.30%	29,970,289.70
2. Classified Salaries						
a. Base Salaries				21,009,529.00		19,839,876.45
b. Step & Column Adjustment				273,123.89		257,918.38
c. Cost-of-Living Adjustment						
d. Other Adjustments				(1,442,776.44)		
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	21,009,529.00	(5.57%)	19,839,876.45	1.30%	20,097,794.83
3. Employee Benefits	3000-3999	19,191,286.00	(2.41%)	18,728,367.03	1.74%	19,053,530.34
4. Books and Supplies	4000-4999	8,667,596.00	(31.37%)	5,948,919.64	(.66%)	5,909,777.53
5. Services and Other Operating Expenditures	5000-5999	46,635,608.00	(29.14%)	33,043,759.91	.10%	33,077,878.52
6. Capital Outlay	6000-6999	4,392,400.00	(98.06%)	85,000.00	0.00%	85,000.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	1,887,300.00	0.00%	1,887,300.00	0.00%	1,887,300.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	1,769,152.00	57.26%	2,782,171.24	.94%	2,808,447.65
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%		0.00%	
b. Other Uses	7630-7699	0.00	0.00%		0.00%	
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		129,662,516.00	(13.70%)	111,901,070.17	.88%	112,890,018.57
C. NET INCREASE (DECREASE) IN FUND BALANCE						
(Line A6 minus line B11)		(8,571,977.00)		(7,876,003.56)		(7,541,624.05)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 011, line F1e)		67,882,972.00		59,310,995.00		51,434,991.44
2. Ending Fund Balance (Sum lines C and D1)		59,310,995.00		51,434,991.44		43,893,367.39
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	0.00		0.00		
b. Restricted	9740	59,310,995.00		51,434,991.44		43,893,367.39
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		59,310,995.00		51,434,991.44		43,893,367.39
E. AVAILABLE RESERVES						
1. General Fund)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated Amount	9790					
(Enter current year reserve projections in Column A, and other reserve projections in Columns C and E for subsequent years 1 and 2)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)						
F. ASSUMPTIONS						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						
<p>Restricted 2024/25: CE Salaries: Increase: Shifted 3.5M salaries from Unrest to Rest (35 FTE @ \$100k) Decrease: \$363,395 in salaries from Rest to Unrest due to expiration of resources Total CE adjustments = Increase of \$3,136,606 CLASS Salaries: Reduce: \$986,665 due to 2022/23 CSEA Salary Retro in current year. Reduce: \$331,456 due to expiring resources Reduce: \$124,646 from Rest to Unrest due to expiration of resources Total CLASS adjustments = Reduction of \$1,442,777</p>						

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	208,801,624.00	(5.02%)	198,318,301.00	(1.62%)	195,102,744.00
2. Federal Revenues	8100-8299	21,850,259.00	(50.09%)	10,906,015.95	0.00%	10,906,015.95
3. Other State Revenues	8300-8599	45,918,939.00	(12.30%)	40,268,675.52	2.11%	41,116,958.25
4. Other Local Revenues	8600-8799	17,760,423.00	(5.34%)	16,812,430.00	0.00%	16,812,430.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	0.00	0.00%	0.00	0.00%	0.00
6. Total (Sum lines A1 thru A5c)		294,331,245.00	(9.52%)	266,305,422.47	(.89%)	263,938,148.20
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				113,131,175.00		111,025,550.73
b. Step & Column Adjustment				1,470,705.28		1,443,332.17
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(3,576,329.55)		(2,000,000.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	113,131,175.00	(1.86%)	111,025,550.73	(.50%)	110,468,882.90
2. Classified Salaries						
a. Base Salaries				45,473,413.00		42,479,359.71
b. Step & Column Adjustment				591,154.38		552,231.66
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(3,585,207.67)		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	45,473,413.00	(6.58%)	42,479,359.71	1.30%	43,031,591.37
3. Employee Benefits	3000-3999	62,363,264.00	(7.07%)	57,954,978.65	(.74%)	57,526,763.15
4. Books and Supplies	4000-4999	18,154,136.00	(29.50%)	12,799,374.64	(6.56%)	11,960,232.53
5. Services and Other Operating Expenditures	5000-5999	72,146,630.00	(26.69%)	52,888,478.05	(2.10%)	51,779,393.12
6. Capital Outlay	6000-6999	4,566,337.00	(98.14%)	85,000.00	0.00%	85,000.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	2,387,300.00	0.00%	2,387,300.00	0.00%	2,387,300.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(337,533.00)	0.00%	(337,533.00)	0.00%	(337,533.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments				0.00		0.00
11. Total (Sum lines B1 thru B10)		317,884,722.00	(12.14%)	279,282,508.78	(.85%)	276,901,630.07
C. NET INCREASE (DECREASE) IN FUND BALANCE						
(Line A6 minus line B11)		(23,553,477.00)		(12,977,086.31)		(12,963,481.87)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 011, line F1e)		141,215,513.00		117,662,036.00		104,684,949.69
2. Ending Fund Balance (Sum lines C and D1)		117,662,036.00		104,684,949.69		91,721,467.82
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	239,779.00		120,000.00		120,000.00
b. Restricted	9740	59,310,995.00		51,434,991.44		43,893,367.39
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	26,322,789.00		25,200,807.00		20,017,020.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	31,788,473.00		27,929,151.25		27,691,080.43

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		117,662,036.00		104,684,949.69		91,721,467.82
E. AVAILABLE RESERVES (Unrestricted except as noted)						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	31,788,473.00		27,929,151.25		27,691,080.43
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
d. Negative Restricted Ending Balances (Negative resources 2000-9999)	979Z			0.00		0.00
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves - by Amount (Sum lines E1 thru E2c)		31,788,473.00		27,929,151.25		27,691,080.43
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		10.00%		10.00%		10.00%
F. RECOMMENDED RESERVES						
1. Special Education Pass-through Exclusions						
For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						
a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?	Yes					
b. If you are the SELPA AU and are excluding special education pass-through funds:						
1. Enter the name(s) of the SELPA(s):						
2. Special education pass-through funds (Column A: Fund 10, resources 3300-3499, 6500-6540 and 6546 objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)						
		0.00				
2. District ADA						
Used to determine the reserve standard percentage level on line F3d (Col. A: Form AI, Estimated P-2 ADA column, Lines A4 and C4; enter projections)						
		12,703.84		12,199.12		11,929.30
3. Calculating the Reserves						
a. Expenditures and Other Financing Uses (Line B11)		317,884,722.00		279,282,508.78		276,901,630.07
b. Plus: Special Education Pass-through Funds (Line F1b2, if Line F1a is No)		0.00		0.00		0.00
c. Total Expenditures and Other Financing Uses (Line F3a plus line F3b)		317,884,722.00		279,282,508.78		276,901,630.07
d. Reserve Standard Percentage Level (Refer to Form 01CSI, Criterion 10 for calculation details)		3%		3%		3%
e. Reserve Standard - By Percent (Line F3c times F3d)		9,536,541.66		8,378,475.26		8,307,048.90
f. Reserve Standard - By Amount (Refer to Form 01CSI, Criterion 10 for calculation details)		0.00		0.00		0.00
g. Reserve Standard (Greater of Line F3e or F3f)		9,536,541.66		8,378,475.26		8,307,048.90
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)		YES		YES		YES

Provide methodology and assumptions used to estimate ADA, enrollment, revenues, expenditures, reserves and fund balance, and multiyear commitments (including cost-of-living adjustments).

Deviations from the standards must be explained and may affect the interim certification.

CRITERIA AND STANDARDS

1. CRITERION: Average Daily Attendance

STANDARD: Funded average daily attendance (ADA) for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since first interim projections.

District's ADA Standard Percentage Range:

1A. Calculating the District's ADA Variances

DATA ENTRY: First Interim data that exist will be extracted into the first column, otherwise, enter data for all fiscal years. Second Interim Projected Year Totals data that exist for the current year will be extracted; otherwise, enter data for all fiscal years. Enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for all fiscal years.

Estimated Funded ADA

Fiscal Year		First Interim	Second Interim	Percent Change	Status
		Projected Year Totals (Form 01CSI, Item 1A)	Projected Year Totals (Form AI, Lines A4 and C4)		
Current Year (2023-24)	District Regular	14,069.68	14,068.68		
	Charter School	0.00	0.00		
	Total ADA	14,069.68	14,068.68	0.0%	Met
1st Subsequent Year (2024-25)	District Regular	13,223.30	13,272.51		
	Charter School				
	Total ADA	13,223.30	13,272.51	.4%	Met
2nd Subsequent Year (2025-26)	District Regular	12,696.10	12,708.29		
	Charter School				
	Total ADA	12,696.10	12,708.29	.1%	Met

1B. Comparison of District ADA to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Funded ADA has not changed since first interim projections by more than two percent in any of the current year or two subsequent fiscal years.

Explanation:
(required if NOT met)

2. **CRITERION: Enrollment**

STANDARD: Projected enrollment for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since first interim projections

District's Enrollment Standard Percentage Range: -2.0% to +2.0%

2A. Calculating the District's Enrollment Variances

DATA ENTRY: First Interim data that exist will be extracted; otherwise, enter data into the first column for all fiscal years. Enter data in the second column for all fiscal years. Enter district regular enrollment and charter school enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	Enrollment		Percent Change	Status
	First Interim (Form 01CSI, Item 2A)	Second Interim CBEDS/Projected		
Current Year (2023-24)				
District Regular	13,391.00	13,399.00		
Charter School				
Total Enrollment	13,391.00	13,399.00	.1%	Met
1st Subsequent Year (2024-25)				
District Regular	12,891.00	12,841.00		
Charter School				
Total Enrollment	12,891.00	12,841.00	(.4%)	Met
2nd Subsequent Year (2025-26)				
District Regular	12,392.00	12,491.00		
Charter School				
Total Enrollment	12,392.00	12,491.00	.8%	Met

2B. Comparison of District Enrollment to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Enrollment projections have not changed since first interim projections by more than two percent for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

3. CRITERION: ADA to Enrollment

STANDARD: Projected second period (P-2) average daily attendance (ADA) to enrollment ratio for any of the current fiscal year or two subsequent fiscal years has not increased from the historical average ratio from the three prior fiscal years by more than one half of one percent (0.5%).

3A. Calculating the District's ADA to Enrollment Standard

DATA ENTRY: Unaudited Actuals data that exist will be extracted into the P-2 ADA column for the First Prior Year; otherwise, enter First Prior Year data. P-2 ADA for the second and third prior years are preloaded. First Interim data that exist will be extracted into the Enrollment column; otherwise, enter Enrollment data for all fiscal years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	P-2 ADA	Enrollment	Historical Ratio of ADA to Enrollment
	Unaudited Actuals (Form A, Lines A4 and C4)	CBEDS Actual (Form 01CSI, Item 3A)	
Third Prior Year (2020-21)			
District Regular	15,194	15,132	
Charter School			
Total ADA/Enrollment	15,194	15,132	100.4%
Second Prior Year (2021-22)			
District Regular	13,089	14,381	
Charter School			
Total ADA/Enrollment	13,089	14,381	91.0%
First Prior Year (2022-23)			
District Regular	13,006	13,883	
Charter School			
Total ADA/Enrollment	13,006	13,883	93.7%
Historical Average Ratio:			95.0%
District's ADA to Enrollment Standard (historical average ratio plus 0.5%):			95.5%

3B. Calculating the District's Projected Ratio of ADA to Enrollment

DATA ENTRY: Estimated P-2 ADA will be extracted into the first column for the Current Year; enter data in the first column for the subsequent fiscal years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years. All other data are extracted.

Fiscal Year	Estimated P-2 ADA	Enrollment	Ratio of ADA to Enrollment	Status
	(Form AI, Lines A4 and C4)	CBEDS/Projected (Criterion 2, Item 2A)		
Current Year (2023-24)				
District Regular	12,704	13,399		
Charter School	0			
Total ADA/Enrollment	12,704	13,399	94.8%	Met
1st Subsequent Year (2024-25)				
District Regular	12,199	12,841		
Charter School				
Total ADA/Enrollment	12,199	12,841	95.0%	Met
2nd Subsequent Year (2025-26)				
District Regular	11,929	12,491		
Charter School				
Total ADA/Enrollment	11,929	12,491	95.5%	Met

3C. Comparison of District ADA to Enrollment Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected P-2 ADA to enrollment ratio has not exceeded the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

4. CRITERION: LCFF Revenue

STANDARD: Projected LCFF revenue for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since first interim projections.

District's LCFF Revenue Standard Percentage Range: -2.0% to +2.0%

4A. Calculating the District's Projected Change in LCFF Revenue

DATA ENTRY: First Interim data that exist will be extracted; otherwise, enter data into the first column. In the Second Interim column, Current Year data are extracted; enter data for the two subsequent years.

Fiscal Year	LCFF Revenue (Fund 01, Objects 8011, 8012, 8020-8089)		Percent Change	Status
	First Interim (Form 01CSI, Item 4A)	Second Interim Projected Year Totals		
	Current Year (2023-24)	212,816,808.00		
1st Subsequent Year (2024-25)	208,255,788.00	202,318,301.00	(2.9%)	Not Met
2nd Subsequent Year (2025-26)	206,669,055.00	199,102,744.00	(3.7%)	Not Met

4B. Comparison of District LCFF Revenue to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Projected LCFF revenue has changed since first interim projections by more than two percent in any of the current year or two subsequent fiscal years. Provide reasons why the change(s) exceed the standard and a description of the methods and assumptions used in projecting LCFF revenue.

Explanation:
(required if NOT met)

FIRST Interim: COLA of 3.94% and 3.29% was used for two subsequent years. Projected COLA has been since reduced to: .76% and 2.73%.

5. CRITERION: Salaries and Benefits

STANDARD: Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures for any of the current fiscal year or two subsequent fiscal years has not changed from the historical average ratio from the three prior fiscal years by more than the greater of three percent or the district's required reserves percentage.

5A. Calculating the District's Historical Average Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: Unaudited Actuals data that exist for the First Prior Year will be extracted; otherwise, enter data for the First Prior Year. Unaudited Actuals data for the second and third prior years are preloaded.

Fiscal Year	Unaudited Actuals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
	Salaries and Benefits (Form 01, Objects 1000- 3999)	Total Expenditures (Form 01, Objects 1000- 7499)	
	Third Prior Year (2020-21)	117,745,958.53	
Second Prior Year (2021-22)	126,852,400.67	150,176,037.93	84.5%
First Prior Year (2022-23)	163,092,654.62	179,395,374.17	90.9%
	Historical Average Ratio:		88.2%

	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
District's Reserve Standard Percentage (Criterion 10B, Line 4)	3%	3%	3%
District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	85.2% to 91.2%	85.2% to 91.2%	85.2% to 91.2%

5B. Calculating the District's Projected Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: If Form MYPI exists, Projected Year Totals data for the two subsequent years will be extracted; if not, enter Projected Year Totals data. Projected Year Totals data for Current Year are extracted.

Fiscal Year	Projected Year Totals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
	Salaries and Benefits (Form 011, Objects 1000- 3999)	Total Expenditures (Form 011, Objects 1000- 7499)		
	Current Year (2023-24)	154,657,392.00		
1st Subsequent Year (2024-25)	143,305,969.71	167,381,438.61	85.6%	Met
2nd Subsequent Year (2025-26)	141,905,622.55	164,011,611.50	86.5%	Met

5C. Comparison of District Salaries and Benefits Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Projected ratio of unrestricted salary and benefit costs to total unrestricted expenditures has changed by more than the standard in any of the current year or two subsequent fiscal years. Provide reasons why the change(s) exceed the standard and a description of the methods and assumptions used in projecting salaries and benefits.

Explanation:
(required if NOT met)

Ratio is slightly lower than the standard due to a shift of salaries to restricted funds.

6. CRITERION: Other Revenues and Expenditures

STANDARD: Projected operating revenues (including federal, other state and other local) or expenditures (including books and supplies, and services and other operating), for any of the current fiscal year or two subsequent fiscal years, have not changed by more than five percent since first interim projections. Changes that exceed five percent in any major object category must be explained.

District's Other Revenues and Expenditures Standard Percentage Range:	-5.0% to +5.0%
District's Other Revenues and Expenditures Explanation Percentage Range:	-5.0% to +5.0%

6A. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range

DATA ENTRY: First Interim data that exist will be extracted; otherwise, enter data into the first column. Second Interim data for the Current Year are extracted. If Second Interim Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the second column. Explanations must be entered for each category if the percent change for any year exceeds the district's explanation percentage range.

Object Range / Fiscal Year	First Interim	Second Interim	Percent Change	Change Is Outside Explanation Range
	Projected Year Totals (Form 01CSI, Item 6A)	Projected Year Totals (Fund 01) (Form MYPI)		

Federal Revenue (Fund 01, Objects 8100-8299) (Form MYPI, Line A2)

Current Year (2023-24)	21,601,092.00	21,850,259.00	1.2%	No
1st Subsequent Year (2024-25)	11,077,364.20	10,906,015.95	-1.5%	No
2nd Subsequent Year (2025-26)	11,095,180.81	10,906,015.95	-1.7%	No

Explanation:
(required if Yes)

Other State Revenue (Fund 01, Objects 8300-8599) (Form MYPI, Line A3)

Current Year (2023-24)	44,806,284.00	45,918,939.00	2.5%	No
1st Subsequent Year (2024-25)	41,476,235.51	40,268,675.52	-2.9%	No
2nd Subsequent Year (2025-26)	42,590,183.94	41,116,958.25	-3.5%	No

Explanation:
(required if Yes)

Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYPI, Line A4)

Current Year (2023-24)	16,830,393.00	17,760,423.00	5.5%	Yes
1st Subsequent Year (2024-25)	16,076,016.00	16,812,430.00	4.6%	No
2nd Subsequent Year (2025-26)	16,076,016.00	16,812,430.00	4.6%	No

Explanation:
(required if Yes)

Due to increase in Medi-Cal monies.

Books and Supplies (Fund 01, Objects 4000-4999) (Form MYPI, Line B4)

Current Year (2023-24)	18,011,181.00	18,154,136.00	.8%	No
1st Subsequent Year (2024-25)	12,821,693.61	12,799,374.64	-.2%	No
2nd Subsequent Year (2025-26)	12,491,912.87	11,960,232.53	-4.3%	No

Explanation:
(required if Yes)

Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYPI, Line B5)

Current Year (2023-24)	64,700,154.00	72,146,630.00	11.5%	Yes
1st Subsequent Year (2024-25)	51,302,221.86	52,888,478.05	3.1%	No
2nd Subsequent Year (2025-26)	50,320,969.24	51,779,393.12	2.9%	No

Explanation:
(required if Yes)

Increase in programmed expenditures for ELOP carry-over monies that will be spent in the current year. In addition, increase in agency hires in the special education program.

6B. Calculating the District's Change in Total Operating Revenues and Expenditures

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	First Interim Projected Year Totals	Second Interim Projected Year Totals	Percent Change	Status
Total Federal, Other State, and Other Local Revenue (Section 6A)				
Current Year (2023-24)	83,237,769.00	85,529,621.00	2.8%	Met
1st Subsequent Year (2024-25)	68,629,615.71	67,987,121.47	-.9%	Met
2nd Subsequent Year (2025-26)	69,761,380.75	68,835,404.20	-1.3%	Met
Total Books and Supplies, and Services and Other Operating Expenditures (Section 6A)				
Current Year (2023-24)	82,711,335.00	90,300,766.00	9.2%	Not Met
1st Subsequent Year (2024-25)	64,123,915.47	65,687,852.69	2.4%	Met
2nd Subsequent Year (2025-26)	62,812,882.11	63,739,625.65	1.5%	Met

6C. Comparison of District Total Operating Revenues and Expenditures to the Standard Percentage Range

DATA ENTRY: Explanations are linked from Section 6A if the status in Section 6B is Not Met; no entry is allowed below.

- 1a. STANDARD MET - Projected total operating revenues have not changed since first interim projections by more than the standard for the current year and two subsequent fiscal years.

Explanation:
Federal Revenue
(linked from 6A
if NOT met)

Explanation:
Other State Revenue
(linked from 6A
if NOT met)

Explanation:
Other Local Revenue
(linked from 6A
if NOT met)

- 1b. STANDARD NOT MET - One or more total operating expenditures have changed since first interim projections by more than the standard in one or more of the current year or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation:
Books and Supplies
(linked from 6A
if NOT met)

Explanation:
Services and Other Exps
(linked from 6A
if NOT met)

Increase in programmed expenditures for ELOP carry-over monies that will be spent in the current year. In addition, increase in agency hires in the special education program.

7. CRITERION: Facilities Maintenance

STANDARD: Identify changes that have occurred since first interim projections in the projected contributions for facilities maintenance funding as required pursuant to Education Code Section 17070.75, or in how the district is providing adequately to preserve the functionality of its facilities for their normal life in accordance with Education Code sections 52060(d)(1) and 17002(d)(1).

Determining the District's Compliance with the Contribution Requirement for EC Section 17070.75 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)

NOTE: EC Section 17070.75 requires the district to deposit into the account a minimum amount equal to or greater than three percent of the total general fund expenditures and other financing uses for that fiscal year. Statute exclude the following resource codes from the total general fund expenditures calculation: 3212, 3213, 3214, 3216, 3218, 3219, 3225, 3226, 3227, 3228, 5316, 5632, 5633, 5634, 7027, and 7690.

DATA ENTRY: Enter the Required Minimum Contribution if First Interim data does not exist. First Interim data that exist will be extracted; otherwise, enter First Interim data into lines 1, if applicable, and 2. All other data are extracted.

	Required Minimum Contribution	Second Interim Contribution	Status
		Projected Year Totals (Fund 01, Resource 8150, Objects 8900-8999)	
1. OMMA/RMA Contribution	8,409,759.90	8,410,000.00	Met
2. First Interim Contribution (information only) (Form 01CSI, First Interim, Criterion 7, Line 1)		8,410,000.00	

If status is not met, enter an X in the box that best describes why the minimum required contribution was not made:

<input type="checkbox"/>	Not applicable (district does not participate in the Leroy F. Greene School Facilities Act of 1998)
<input type="checkbox"/>	Exempt (due to district's small size [EC Section 17070.75 (b)(2)(E)])
<input type="checkbox"/>	Other (explanation must be provided)

Explanation:
(required if NOT met
and Other is marked)

8. CRITERION: Deficit Spending

STANDARD: Unrestricted deficit spending (total unrestricted expenditures and other financing uses is greater than total unrestricted revenues and other financing sources) as a percentage of total unrestricted expenditures and other financing uses, has not exceeded one-third of the district's available reserves¹ as a percentage of total expenditures and other financing uses² in any of the current fiscal year or two subsequent fiscal years.

¹Available reserves are the unrestricted amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

²A school district that is the Administrative Unit of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

8A. Calculating the District's Deficit Spending Standard Percentage Levels

DATA ENTRY: All data are extracted or calculated.

	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
District's Available Reserve Percentages (Criterion 10C, Line 9)	10.0%	10.0%	10.0%
District's Deficit Spending Standard Percentage Levels (one-third of available reserve percentage):	3.3%	3.3%	3.3%

8B. Calculating the District's Deficit Spending Percentages

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the first and second columns.

Fiscal Year	Projected Year Totals			Status
	Net Change in Unrestricted Fund Balance (Form 011, Section E) (Form MYPI, Line C)	Total Unrestricted Expenditures and Other Financing Uses (Form 011, Objects 1000- 7999) (Form MYPI, Line B11)	Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	
	Current Year (2023-24)	(14,981,500.00)	188,222,206.00	
1st Subsequent Year (2024-25)	(5,101,082.75)	167,381,438.61	3.0%	Met
2nd Subsequent Year (2025-26)	(5,421,857.82)	164,011,611.50	3.3%	Met

8C. Comparison of District Deficit Spending to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Unrestricted deficit spending has exceeded the standard percentage level in any of the current year or two subsequent fiscal years. Provide reasons for the deficit spending, a description of the methods and assumptions used in balancing the unrestricted budget, and what changes will be made to ensure that the budget deficits are eliminated or are balanced within the standard.

Explanation:
(required if NOT met)

Current year deficit spending is due to retro payment in salaries back to July 2022 as district settled with classified bargaining unit in the current year. The district will revisit and make necessary reductions in the subsequent years as needed.

9. CRITERION: Fund and Cash Balances

A. FUND BALANCE STANDARD: Projected general fund balance will be positive at the end of the current fiscal year and two subsequent fiscal years.

9A-1. Determining if the District's General Fund Ending Balance is Positive

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years.

Fiscal Year	Ending Fund Balance General Fund Projected Year Totals (Form 011, Line F2) (Form MYPI, Line D2)	Status
Current Year (2023-24)	117,662,036.00	Met
1st Subsequent Year (2024-25)	104,684,949.69	Met
2nd Subsequent Year (2025-26)	91,721,467.82	Met

9A-2. Comparison of the District's Ending Fund Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected general fund ending balance is positive for the current fiscal year and two subsequent fiscal years.

Explanation:
(required if NOT met)

B. CASH BALANCE STANDARD: Projected general fund cash balance will be positive at the end of the current fiscal year.

9B-1. Determining if the District's Ending Cash Balance is Positive

DATA ENTRY: If Form CASH exists, data will be extracted; if not, data must be entered below.

Fiscal Year	Ending Cash Balance General Fund (Form CASH, Line F, June Column)	Status
Current Year (2023-24)	131,018,702.23	Met

9B-2. Comparison of the District's Ending Cash Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected general fund cash balance will be positive at the end of the current fiscal year.

Explanation:
(required if NOT met)

10. CRITERION: Reserves

STANDARD: Available reserves¹ for any of the current fiscal year or two subsequent fiscal years are not less than the following percentages or amounts² as applied to total expenditures and other financing uses³:

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, 1st and 2nd Subsequent Year data will be extracted. If not, enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the two subsequent years.

Percentage Level	District ADA
5% or \$80,000 (greater of)	0 to 300
4% or \$80,000 (greater of)	301 to 1,000
3%	1,001 to 30,000
2%	30,001 to 400,000
1%	400,001 and over

¹ Available reserves are the unrestricted amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

² Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment (Education Code Section 42238), rounded to the nearest thousand.

³ A school district that is the Administrative Unit (AU) of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
District Estimated P-2 ADA (Current Year, Form AI, Lines A4 and C4. Subsequent Years, Form MYPI, Line F2, if available.)	12,703.84	12,199.12	11,929.30
District's Reserve Standard Percentage Level:	3%	3%	3%

10A. Calculating the District's Special Education Pass-through Exclusions (only for districts that serve as the AU of a SELPA)

DATA ENTRY: For SELPA AUs, if Form MYPI exists, all data will be extracted including the Yes/No button selection. If not, click the appropriate Yes or No button for item 1 and, if Yes, enter data for item 2a and for the two subsequent years in item 2b; Current Year data are extracted.

For districts that serve as the AU of a SELPA (Form MYPI, Lines F1a, F1b1, and F1b2):

1. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?

Yes

2. If you are the SELPA AU and are excluding special education pass-through funds:

a. Enter the name(s) of the SELPA(s):

b. Special Education Pass-through Funds
(Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223)

Current Year Projected Year Totals (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
0.00		

10B. Calculating the District's Reserve Standard

DATA ENTRY: If Form MYPI exists, all data will be extracted or calculated. If not, enter data for line 1 for the two subsequent years; Current Year data are extracted.

	Current Year Projected Year Totals (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
1. Expenditures and Other Financing Uses (Form 011, objects 1000-7999) (Form MYPI, Line B11)	317,884,722.00	279,282,508.78	276,901,630.07
2. Plus: Special Education Pass-through (Criterion 10A, Line 2b, if Criterion 10A, Line 1 is No)			
3. Total Expenditures and Other Financing Uses (Line B1 plus Line B2)	317,884,722.00	279,282,508.78	276,901,630.07

4.	Reserve Standard Percentage Level	3%	3%	3%
5.	Reserve Standard - by Percent (Line B3 times Line B4)	9,536,541.66	8,378,475.26	8,307,048.90
6.	Reserve Standard - by Amount (\$80,000 for districts with 0 to 1,000 ADA, else 0)	0.00	0.00	0.00
7.	District's Reserve Standard (Greater of Line B5 or Line B6)	9,536,541.66	8,378,475.26	8,307,048.90

10C. Calculating the District's Available Reserve Amount

DATA ENTRY: All data are extracted from fund data and Form MYPI. If Form MYPI does not exist, enter data for the two subsequent years.

Reserve Amounts (Unrestricted resources 0000-1999 except Line 4)	Current Year		
	Projected Year Totals (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
1. General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYPI, Line E1a)	0.00		
2. General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYPI, Line E1b)	31,788,473.00	27,929,151.25	27,691,080.43
3. General Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYPI, Line E1c)	0.00	0.00	0.00
4. General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYPI, Line E1d)	0.00	0.00	0.00
5. Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYPI, Line E2a)	0.00		
6. Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYPI, Line E2b)	0.00		
7. Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYPI, Line E2c)	0.00		
8. District's Available Reserve Amount (Lines C1 thru C7)	31,788,473.00	27,929,151.25	27,691,080.43
9. District's Available Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	10.00%	10.00%	10.00%
District's Reserve Standard (Section 10B, Line 7):	9,536,541.66	8,378,475.26	8,307,048.90
Status:	Met	Met	Met

10D. Comparison of District Reserve Amount to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Available reserves have met the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

SUPPLEMENTAL INFORMATION

DATA ENTRY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer.

S1. Contingent Liabilities

1a. Does your district have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that have occurred since first interim projections that may impact the budget?

1b. If Yes, identify the liabilities and how they may impact the budget:

Total impact to the budget is approximately \$2M in current year. Included in budget.

S2. Use of One-time Revenues for Ongoing Expenditures

1a. Does your district have ongoing general fund expenditures funded with one-time revenues that have changed since first interim projections by more than five percent?

1b. If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years:

S3. Temporary Interfund Borrowings

1a. Does your district have projected temporary borrowings between funds?
(Refer to Education Code Section 42603)

1b. If Yes, identify the interfund borrowings:

S4. Contingent Revenues

1a. Does your district have projected revenues for the current fiscal year or either of the two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?

1b. If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures reduced:

S5. Contributions

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if contributions have changed by more than \$20,000 and more than five percent since first interim projections.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if transfers have changed by more than \$20,000 and more than five percent since first interim projections.

Identify capital project cost overruns that have occurred since first interim projections that may impact the general fund budget.

District's Contributions and Transfers Standard: -5.0% to +5.0% or -\$20,000 to +\$20,000

S5A. Identification of the District's Projected Contributions, Transfers, and Capital Projects that may Impact the General Fund

DATA ENTRY: First Interim data that exist will be extracted; otherwise, enter data into the first column. For Contributions, the Second Interim's Current Year data will be extracted. Enter Second Interim Contributions for the 1st and 2nd Subsequent Years. For Transfers In and Transfers Out, the Second Interim's Current Year data will be extracted. If Form MYPI exists, the data will be extracted into the Second Interim column for the 1st and 2nd Subsequent Years. If Form MYPI does not exist, enter data for 1st and 2nd Subsequent Years. Click on the appropriate button for Item 1d; all other data will be calculated.

Description / Fiscal Year	First Interim (Form 01CSI, Item S5A)	Second Interim Projected Year Totals	Percent Change	Amount of Change	Status
1a. Contributions, Unrestricted General Fund					
(Fund 01, Resources 0000-1999, Object 8980)					
Current Year (2023-24)	(49,590,993.00)	(43,431,419.00)	-12.4%	(6,159,574.00)	Not Met
1st Subsequent Year (2024-25)	(48,569,578.00)	(43,227,125.00)	-11.0%	(5,342,453.00)	Not Met
2nd Subsequent Year (2025-26)	(48,580,361.00)	(43,697,712.00)	-10.1%	(4,882,649.00)	Not Met
1b. Transfers In, General Fund *					
Current Year (2023-24)	0.00	0.00	0.0%	0.00	Met
1st Subsequent Year (2024-25)	0.00	0.00	0.0%	0.00	Met
2nd Subsequent Year (2025-26)	0.00	0.00	0.0%	0.00	Met
1c. Transfers Out, General Fund *					
Current Year (2023-24)	0.00	0.00	0.0%	0.00	Met
1st Subsequent Year (2024-25)	0.00	0.00	0.0%	0.00	Met
2nd Subsequent Year (2025-26)	0.00	0.00	0.0%	0.00	Met

1d. Capital Project Cost Overruns

Have capital project cost overruns occurred since first interim projections that may impact the general fund operational budget?

No

* Include transfers used to cover operating deficits in either the general fund or any other fund.

S5B. Status of the District's Projected Contributions, Transfers, and Capital Projects

DATA ENTRY: Enter an explanation if Not Met for items 1a-1c or if Yes for Item 1d.

1a. NOT MET - The projected contributions from the unrestricted general fund to restricted general fund programs have changed since first interim projections by more than the standard for any of the current year or subsequent two fiscal years. Identify restricted programs and contribution amount for each program and whether contributions are ongoing or one-time in nature. Explain the district's plan, with timeframes, for reducing or eliminating the contribution.

Explanation:
(required if NOT met)

The district continues to analyze vacant position in special education that are not expected to be filled in the current year. Those expenditures have been removed from the budget resulting in lower contribution to the special education resources.

1b. MET - Projected transfers in have not changed since first interim projections by more than the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

1c. MET - Projected transfers out have not changed since first interim projections by more than the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

1d. NO - There have been no capital project cost overruns occurring since first interim projections that may impact the general fund operational budget.

Project Information:
(required if YES)

Total Annual Payments:	17,216,951	19,630,933	19,631,183	19,330,933
Has total annual payment increased over prior year (2022-23)?	Yes	Yes	Yes	Yes

S6B. Comparison of the District's Annual Payments to Prior Year Annual Payment

DATA ENTRY: Enter an explanation if Yes.

- 1a. Yes - Annual payments for long-term commitments have increased in one or more of the current or two subsequent fiscal years. Explain how the increase in annual payments will be funded.

Explanation:
(Required if Yes
to increase in total
annual payments)

Certificates of Participation will be funded out of Fund 251 and GO Bonds are funded by Debt Service Fund (Fund 51)

S6C. Identification of Decreases to Funding Sources Used to Pay Long-term Commitments

DATA ENTRY: Click the appropriate Yes or No button in Item 1; if Yes, an explanation is required in Item 2.

1. Will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?

No

2. No - Funding sources will not decrease or expire prior to the end of the commitment period, and one-time funds are not being used for long-term commitment.

Explanation:
(Required if Yes)

S7. Unfunded Liabilities

Identify any changes in estimates for unfunded liabilities since first interim projections, and indicate whether the changes are the result of a new actuarial valuation.

S7A. Identification of the District's Estimated Unfunded Liability for Postemployment Benefits Other Than Pensions (OPEB)

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. First Interim data that exist (Form 01CSI, Item S7A) will be extracted; otherwise, enter First Interim and Second Interim data in items 2-4.

1 a. Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 1b-4)

Yes

b. If Yes to Item 1a, have there been changes since first interim in OPEB liabilities?

No

c. If Yes to Item 1a, have there been changes since first interim in OPEB contributions?

No

	First Interim	
	(Form 01CSI, Item S7A)	Second Interim
2 OPEB Liabilities		
a. Total OPEB liability	88,857,574.00	88,857,574.00
b. OPEB plan(s) fiduciary net position (if applicable)	8,592,070.00	8,592,070.00
c. Total/Net OPEB liability (Line 2a minus Line 2b)	80,265,504.00	80,265,504.00

d. Is total OPEB liability based on the district's estimate or an actuarial valuation?

Actuarial	Actuarial
Jun 30, 2023	Jun 30, 2023

e. If based on an actuarial valuation, indicate the measurement date of the OPEB valuation.

3 OPEB Contributions

a. OPEB actuarially determined contribution (ADC) if available, per actuarial valuation or Alternative Measurement Method

	First Interim	
	(Form 01CSI, Item S7A)	Second Interim
Current Year (2023-24)	0.00	0.00
1st Subsequent Year (2024-25)	0.00	0.00
2nd Subsequent Year (2025-26)	0.00	0.00

b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (Funds 01-70, objects 3701-3752)

Current Year (2023-24)	5,259,100.00	3,859,243.00
1st Subsequent Year (2024-25)	4,389,002.00	2,859,243.00
2nd Subsequent Year (2025-26)	4,389,002.00	2,700,000.00

c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)

Current Year (2023-24)	4,143,849.00	4,143,849.00
1st Subsequent Year (2024-25)	4,485,438.00	4,485,438.00
2nd Subsequent Year (2025-26)	4,729,144.00	4,729,144.00

d. Number of retirees receiving OPEB benefits

Current Year (2023-24)	202	202
1st Subsequent Year (2024-25)	220	220
2nd Subsequent Year (2025-26)	220	220

4. Comments:

S7B. Identification of the District's Unfunded Liability for Self-insurance Programs

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. First Interim data that exist (Form 01CSI, Item S7B) will be extracted; otherwise, enter First Interim and Second Interim data in items 2-4.

- 1 a. Does your district operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB; which is covered in Section S7A) (If No, skip items 1b-4)
- b. If Yes to item 1a, have there been changes since first interim in self-insurance liabilities?
- c. If Yes to item 1a, have there been changes since first interim in self-insurance contributions?

2 Self-Insurance Liabilities	First Interim	
	(Form 01CSI, Item S7B)	Second Interim
a. Accrued liability for self-insurance programs	0.00	
b. Unfunded liability for self-insurance programs	0.00	

3 Self-Insurance Contributions	First Interim	
	(Form 01CSI, Item S7B)	Second Interim
a. Required contribution (funding) for self-insurance programs		
Current Year (2023-24)	0.00	
1st Subsequent Year (2024-25)	0.00	
2nd Subsequent Year (2025-26)	0.00	
b. Amount contributed (funded) for self-insurance programs		
Current Year (2023-24)	0.00	
1st Subsequent Year (2024-25)	0.00	
2nd Subsequent Year (2025-26)	0.00	

4 Comments:

S8. Status of Labor Agreements

Analyze the status of all employee labor agreements. Identify new labor agreements that have been ratified since first interim projections, as well as new commitments provided as part of previously ratified multiyear agreements; and include all contracts, including all administrator contracts (and including all compensation). For new agreements, indicate the date of the required board meeting. Compare the increase in new commitments to the projected increase in ongoing revenues, and explain how these commitments will be funded in future fiscal years.

If salary and benefit negotiations are not finalized, upon settlement with certificated or classified staff:

The school district must determine the cost of the settlement, including salaries, benefits, and any other agreements that change costs, and provide the county office of education (COE) with an analysis of the cost of the settlement and its impact on the operating budget.

The county superintendent shall review the analysis relative to the criteria and standards and may provide written comments to the president of the district governing board and superintendent.

S8A. Cost Analysis of District's Labor Agreements - Certificated (Non-management) Employees

DATA ENTRY: Click the appropriate Yes or No button for "Status of Certificated Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

Status of Certificated Labor Agreements as of the Previous Reporting Period

Were all certificated labor negotiations settled as of first interim projections?

No

If Yes, complete number of FTEs, then skip to section S8B.

If No, continue with section S8A.

Certificated (Non-management) Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2022-23)	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
Number of certificated (non-management) full-time-equivalent (FTE) positions	791.0	898.0	863.0	843.0

1a. Have any salary and benefit negotiations been settled since first interim projections?

No

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, complete questions 6 and 7.

1b. Are any salary and benefit negotiations still unsettled?

Yes

If Yes, complete questions 6 and 7.

Negotiations Settled Since First Interim

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

[]

2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?

[]

If Yes, date of Superintendent and CBO certification:

[]

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the collective bargaining agreement?

n/a

If Yes, date of budget revision board adoption:

[]

4. Period covered by the agreement:

Begin Date: []

End Date: []

5. Salary settlement:

	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
--	---------------------------	----------------------------------	----------------------------------

Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?

No	No	No
----	----	----

One Year Agreement

Total cost of salary settlement

[]

% change in salary schedule from prior year
or

[]

Multiyear Agreement

Total cost of salary settlement

[]

% change in salary schedule from prior year
(may enter text, such as "Reopener")

[]

Identify the source of funding that will be used to support multiyear salary commitments:

[]

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits

1,252,659

Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
---------------------------	----------------------------------	----------------------------------

7. Amount included for any tentative salary schedule increases

--	--	--

Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
---------------------------	----------------------------------	----------------------------------

Certificated (Non-management) Health and Welfare (H&W) Benefits

- Are costs of H&W benefit changes included in the interim and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

10,920,099	10,395,099	10,095,099
0.0%	0.0%	0.0%

Certificated (Non-management) Prior Year Settlements Negotiated Since First Interim Projections

Are any new costs negotiated since first interim projections for prior year settlements included in the interim?

--

If Yes, amount of new costs included in the interim and MYPs

--	--	--

If Yes, explain the nature of the new costs:

--

Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
---------------------------	----------------------------------	----------------------------------

Certificated (Non-management) Step and Column Adjustments

- Are step & column adjustments included in the interim and MYPs?
- Cost of step & column adjustments
- Percent change in step & column over prior year

	Yes	Yes
1,340,841	1,340,841	1,315,885
	1.3%	1.3%

Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
---------------------------	----------------------------------	----------------------------------

Certificated (Non-management) Attrition (layoffs and retirements)

- Are savings from attrition included in the interim and MYPs?
- Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?

Yes	Yes	Yes
Yes	Yes	Yes

Certificated (Non-management) - Other

List other significant contract changes that have occurred since first interim projections and the cost impact of each change (i.e., class size, hours of employment, leave of absence, bonuses, etc.):

S8B. Cost Analysis of District's Labor Agreements - Classified (Non-management) Employees

DATA ENTRY: Click the appropriate Yes or No button for "Status of Classified Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

Status of Classified Labor Agreements as of the Previous Reporting Period

Were all classified labor negotiations settled as of first interim projections?

If Yes, complete number of FTEs, then skip to section S8C.

If No, continue with section S8B.

No

Classified (Non-management) Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2022-23)	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
Number of classified (non-management) FTE positions	690.0	764.8	753.5	753.5

1a. Have any salary and benefit negotiations been settled since first interim projections?

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, complete questions 6 and 7.

No

1b. Are any salary and benefit negotiations still unsettled?

If Yes, complete questions 6 and 7.

Yes

Negotiations Settled Since First Interim Projections

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

--

2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the collective bargaining agreement?

If Yes, date of budget revision board adoption:

n/a

4. Period covered by the agreement:

Begin Date:

--

End Date:

--

5. Salary settlement:

Current Year
(2023-24)

1st Subsequent Year
(2024-25)

2nd Subsequent Year
(2025-26)

Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?

No	No	No
----	----	----

One Year Agreement

Total cost of salary settlement

% change in salary schedule from prior year

or

Multiyear Agreement

Total cost of salary settlement

% change in salary schedule from prior year
(may enter text, such as "Reopener")

Identify the source of funding that will be used to support multiyear salary commitments:

--

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits

541,880

Current Year
(2023-24)

1st Subsequent Year
(2024-25)

2nd Subsequent Year
(2025-26)

--	--	--

7. Amount included for any tentative salary schedule increases

--	--	--

	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
Classified (Non-management) Health and Welfare (H&W) Benefits			
1. Are costs of H&W benefit changes included in the interim and MYPs?	Yes	Yes	Yes
2. Total cost of H&W benefits	4,580,196	4,580,196	4,580,196
3. Percent of H&W cost paid by employer			
4. Percent projected change in H&W cost over prior year	0.0%	0.0%	0.0%

Classified (Non-management) Prior Year Settlements Negotiated Since First Interim

Are any new costs negotiated since first interim projections for prior year settlements included in the interim?

No		

If Yes, amount of new costs included in the interim and MYPs

If Yes, explain the nature of the new costs:

	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
Classified (Non-management) Step and Column Adjustments			
1. Are step & column adjustments included in the interim and MYPs?		Yes	Yes
2. Cost of step & column adjustments		547,898	511,823
3. Percent change in step & column over prior year		1.3%	1.3%

	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
Classified (Non-management) Attrition (layoffs and retirements)			
1. Are savings from attrition included in the interim and MYPs?	Yes	Yes	Yes
2. Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?	Yes	Yes	Yes

Classified (Non-management) - Other

List other significant contract changes that have occurred since first interim and the cost impact of each (i.e., hours of employment, leave of absence, bonuses, etc.):

S8C. Cost Analysis of District's Labor Agreements - Management/Supervisor/Confidential Employees

DATA ENTRY: Click the appropriate Yes or No button for "Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period

Were all managerial/confidential labor negotiations settled as of first interim projections?

No

If Yes or n/a, complete number of FTEs, then skip to S9.

If No, continue with section S8C.

Management/Supervisor/Confidential Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2022-23)	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
Number of management, supervisor, and confidential FTE positions	81.0	89.0	89.0	89.0

1a. Have any salary and benefit negotiations been settled since first interim projections?

No

If Yes, complete question 2.

If No, complete questions 3 and 4.

1b. Are any salary and benefit negotiations still unsettled?

Yes

If Yes, complete questions 3 and 4.

Negotiations Settled Since First Interim Projections

2. Salary settlement:

	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
--	---------------------------	----------------------------------	----------------------------------

Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?

No	No	No
Total cost of salary settlement		
Change in salary schedule from prior year (may enter text, such as "Reopener")		

Negotiations Not Settled

3. Cost of a one percent increase in salary and statutory benefits

168,036

	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
--	---------------------------	----------------------------------	----------------------------------

4. Amount included for any tentative salary schedule increases

--	--	--

Management/Supervisor/Confidential

Health and Welfare (H&W) Benefits

	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
--	---------------------------	----------------------------------	----------------------------------

1. Are costs of H&W benefit changes included in the interim and MYPs?

2. Total cost of H&W benefits

3. Percent of H&W cost paid by employer

4. Percent projected change in H&W cost over prior year

1,155,070	1,155,070	1,155,070	
0.0%	0.0%	0.0%	

Management/Supervisor/Confidential

Step and Column Adjustments

	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
--	---------------------------	----------------------------------	----------------------------------

1. Are step & column adjustments included in the interim and MYPs?

2. Cost of step & column adjustments

3. Percent change in step and column over prior year

	161,654	156,602	
	1.3%	1.3%	

Management/Supervisor/Confidential

Other Benefits (mileage, bonuses, etc.)

	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
--	---------------------------	----------------------------------	----------------------------------

1. Are costs of other benefits included in the interim and MYPs?

2. Total cost of other benefits

No	No	No
----	----	----

3. Percent change in cost of other benefits over prior year

--	--	--

S9. Status of Other Funds

Analyze the status of other funds that may have negative fund balances at the end of the current fiscal year. If any other fund has a projected negative fund balance, prepare an interim report and multiyear projection for that fund. Explain plans for how and when the negative fund balance will be addressed.

S9A. Identification of Other Funds with Negative Ending Fund Balances

DATA ENTRY: Click the appropriate button in Item 1. If Yes, enter data in Item 2 and provide the reports referenced in Item 1.

1. Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?

If Yes, prepare and submit to the reviewing agency a report of revenues, expenditures, and changes in fund balance (e.g., an interim fund report) and a multiyear projection report for each fund.

2. If Yes, identify each fund, by name and number, that is projected to have a negative ending fund balance for the current fiscal year. Provide reasons for the negative balance(s) and explain the plan for how and when the problem(s) will be corrected.

ADDITIONAL FISCAL INDICATORS

The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review. DATA ENTRY: Click the appropriate Yes or No button for items A2 through A9; Item A1 is automatically completed based on data from Criterion 9.

- | | |
|---|----------------------------------|
| A1. Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund? (Data from Criterion 9B-1, Cash Balance, are used to determine Yes or No) | <input type="text" value="No"/> |
| A2. Is the system of personnel position control independent from the payroll system? | <input type="text" value="No"/> |
| A3. Is enrollment decreasing in both the prior and current fiscal years? | <input type="text" value="Yes"/> |
| A4. Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior or current fiscal year? | <input type="text" value="No"/> |
| A5. Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment? | <input type="text" value="No"/> |
| A6. Does the district provide uncapped (100% employer paid) health benefits for current or retired employees? | <input type="text" value="Yes"/> |
| A7. Is the district's financial system independent of the county office system? | <input type="text" value="No"/> |
| A8. Does the district have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education.) | <input type="text" value="No"/> |
| A9. Have there been personnel changes in the superintendent or chief business official positions within the last 12 months? | <input type="text" value="Yes"/> |

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

Comments:
(optional)

A3: The district is expecting a decline in enrollment. The decline is reflected in district's MYP. A6: The District offers uncapped health benefits to vested retirees hired prior to 2013 and to age 69. A9: Valerie Mitchell, Assistant Superintendent of Business & Fiscal Services-effective February 2023. Dr. Anabolena DeGenna has been appointed as Superintendent - Effective January 2024

End of School District Second Interim Criteria and Standards Review

Second Interim
Original Budget 2023-24
Technical Review Checks
Phase - All
Display - Exceptions Only

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)

Second Interim
Board Approved Operating Budget 2023-24
Technical Review Checks
Phase - All
Display - Exceptions Only

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)

GENERAL LEDGER CHECKS

OBJ-POSITIVE - (Warning) - The following objects have a negative balance by resource, by fund:

Exception

FUND	RESOURCE	OBJECT	VALUE
01	3305	4300	(\$1,647.00)

Explanation: Prior year POs released in the current year caused negative expenditures

Second Interim
Actuals to Date 2023-24
Technical Review Checks
Phase - All
Display - Exceptions Only

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

CHK-RESOURCExOBJECTA - (Warning) - The following combinations for RESOURCE and OBJECT (objects 8000 through 9999, except for 9791, 9793, and 9795) are invalid. Data should be corrected or narrative must be provided explaining why the exception(s) should be considered appropriate.

Exception

ACCOUNT FD - RS - PY - GO - FN - OB	RESOURCE	OBJECT	VALUE
12-6130-0-0000-0000-8590	6130	8590	(\$318,790.00)

Explanation: Negative revenue due to reverted funds to the CDE as we are no longer operating this preschool program.

Second Interim
 Projected Totals 2023-24
Technical Review Checks
 Phase - All
 Display - Exceptions Only

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)

GENERAL LEDGER CHECKS

EXP-POSITIVE - (Warning) - 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	3216	7200-7600	(\$93,061.00)
Explanation: Per CDE - no Indirect Costs allowed in R3216. Reversing prior years indirect costs to avoid future FPM findings			
01	3217	7200-7600	(\$22,233.00)
Explanation: Per CDE - no Indirect Costs allowed in R3217. Reversing prior years indirect costs to avoid future FPM findings			

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 06, 2024

Agenda Section: Section E: Approval of Minutes

Approval of Minutes (DeGenna)

It is the recommendation of the Superintendent that the Board of Trustees approve the minutes of Board meetings, as presented:

- February 21, 2024 Regular Meeting

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board approve the minutes of Board meetings, as presented.

ADDITIONAL MATERIALS:

Attached: [Minutes February 21 2024 Regular Meeting \(10 pages\)](#)

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

Veronica Robles-Solis, President
Monica Madrigal Lopez, Clerk
Rose Gonzales, Member
MaryAnn Rodriguez, Member

ADMINISTRATION

Anabolena DeGenna, Ed.D.
Superintendent
Valerie Mitchell, MPPA
Assistant Superintendent,
Business & Fiscal Services
Natalia Torres, Ed.D.
Assistant Superintendent,
Human Resources
Aracely Fox, Ed.D.
Assistant Superintendent,
Educational Services

MINUTES REGULAR BOARD MEETING Wednesday, February 21, 2024

5:00 PM - Open Meeting

7:00 PM - Return to 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 Associate Superintendent of Educational Services. The speaker should indicate on the card whether they wish to speak during Public Comment or when a specific agenda item is considered.

Watch the meeting live: osdtv.oxnardsd.org

Broadcasted by Charter Spectrum, Channel 20 &
Frontier Communications, Channel 37

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

Section A: PRELIMINARY

A.1. Call to Order and Roll Call (5:00 PM)

President Robles-Solis called the meeting to order at 5:01 p.m.

Present: Trustees MaryAnn Rodriguez, Rose Gonzales, Monica Madrigal Lopez, and Veronica Robles-Solis. Also in attendance were Superintendent Anabolena DeGenna, Assistant Superintendent Natalia Torres, Assistant Superintendent Valerie Mitchell, and Executive Assistant Lydia Lugo Dominguez.

A.2. Pledge of Allegiance to the Flag

Rember Iglesias, 8th grade student at Driffill School, led the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

Ximena Cervantes, 4th grade student in Ms. Cervantes's class at Driffill School, read the district's Mission and Vision Statement in English and Spanish.

A.4. Presentation by Driffill School

Javier Tapia, Principal, provided a presentation about Driffill School.

A.5. Adoption of Agenda (Superintendent)

The agenda was adopted as presented.

Motion #23-108 Adoption of Agenda as Presented

Mover: Monica Madrigal Lopez

Secunder: Rose Gonzales

Moved To: Adopt

Ayes: 4 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

A.6. Closed Session – Public Participation/Comment (Limit three minutes per person per topic)

There were no speakers.

A.7. Closed Session

The Board convened to closed session at 5:27 p.m. to consider the following items:

1. Pursuant to Section 54956.9 of Government Code:
Conference with Legal Counsel

- Existing Litigation:

- Oxnard School District et al. Central District No. CV-04304-JAK-FFM
- Case #2023-CUOE015904

- Anticipated Litigation:

- Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 cases
- Litigation pursuant to Paragraph (4) of Subdivision (d) of Government Code § 54956.9 : Consideration of One (1) Potential Case—Social Media Adolescent Addiction/Personal Products Liability Litigation (Social Media Litigation)

2. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:

Conference with Labor Negotiator:

Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP

Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential

3. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:

- Public Employee(s) Discipline/Dismissal/Release
- Public Employee Appointment
- Manager, Special Education

A.8. Reconvene to Open Session (7:00 PM)

The Board reconvened to open session at 7:02 p.m.

A.9. Report Out of Closed Session

President Robles-Solis reported on the following actions taken in closed session:

Motion #23-109 Appointment of Robert Scheerger as Manager, Special Education

Mover: Monica Madrigal Lopez

Seconder: MaryAnn Rodriguez

Moved To: Appoint

Ayes: 4 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

Motion #23-110 Adoption of Resolution #23-14 Releasing Certificated Administrator

Employee #12182

Mover: Rose Gonzales

Seconder: MaryAnn Rodriguez

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

Moved To: Adopt

Ayes: 4 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

Section B: PUBLIC COMMENT/HEARINGS

B.1. Public Comment (3 minutes per speaker) / Comentarios del Público (3 minutos por cada ponente)

There were no comments.

Section C: CONSENT AGENDA

The consent agenda was approved as presented.

Motion # 23-111 Approval of Consent Agenda as Presented

Mover: Rose Gonzales

Secunder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 4 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

C.1. Request for Approval of Out-of-State Conference Attendance (DeGenna/Hubbard)

For Argelia Tellez, Technology Services Data Technician, and Sandra Mendoza, Technology Services Technician, to attend the 2024 QUE (Q) Users Experience Conference in Novi, Michigan, April 9-11, 2024, in the approximate amount of \$2,075.00 per employee for registration, travel, and lodging, to be paid from the Information Technology Services Department Travel and Conference Fund.

C.2. 2023-2024 Quarterly Report on Williams Instructional Materials and Facilities, Quarter 2 (Fox/Thomas)

As presented.

C.3. Enrollment Report (Mitchell)

As presented.

C.4. Setting of Date for Public Hearing-Residential and Commercial/Industrial Development School Fee Justification Studies (Mitchell)

As presented.

C.5. Purchase Order/Draft Payment Report #23-07 (Mitchell /Franz)

As presented.

C.6. Establishment of Positions (Torres/Fuentes)

As presented.

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

C.7. Personnel Actions (Torres/Fuentes)

As presented.

Section C: APPROVAL OF AGREEMENTS

C.8 Approval of Agreement #23-254 – StuntMasters Action Sports (Fox/Ordaz)

To provide one 45-minute BMX Assembly on Friday, March 15, 2024, for students at Curren School, in the amount of \$1,275.00, to be paid out of PTA funds.

C.9. Award of Formal Bid #23-05 and Approval of Agreement #23-251 for Marquee Sign Project 2024 (Mitchell/Miller)

To award Bid #23-05, Marquee Sign Project 2024, Brekke, Harrington, Kamala, Ramona, Ritchen, and San Miguel Schools, and enter into Agreement #23-251 with Tricore Enterprises Inc. DBA Quiel School Signs, in the amount of \$1,117,000.00, to be paid out of Routine Restricted Maintenance Funds.

Section C: RATIFICATION OF AGREEMENTS

C.10. Ratification of Agreement #23-261 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)

For Special Circumstances Paraeducator Services (SCP's) for students #BA072912, #DP010810, #VC120515 during the 2023-24 School Year, including Extended School Year, in the amount of \$110,700.00, to be paid out of Special Education Funds.

Section D: ACTION ITEMS

D.1. Approval of Process for Provisional Appointment of Trustee (DeGenna)

Nitasha Sawhney, District General Counsel, provided information relative to the process for provisional appointment of a Trustee to fill the existing vacancy in Area 2. It was recommended that the Board approve the process, appoint a committee of less than a quorum of the Board to confirm the eligibility of applicants, and approve the interview questions for applicants.

Motion #23-112 Approval of Process for Provisional Appointment of Trustee

Mover: Monica Madrigal Lopez

Seconder: MaryAnn Rodriguez

Moved To: Approve

Ayes: 4 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

D.2. Consideration of Votes for 2024 CSBA Delegate Assembly Vacancies (DeGenna)

The Board of Trustees selected Trustee MaryAnn Rodriguez as their vote for a representative to fill one of the vacancies in the CSBA's Delegate Assembly, Subregion 11-B (Ventura).

Motion #23-113 Approval of Vote for Trustee MaryAnn Rodriguez for CSBA's Delegate Assembly, Subregion 11-B (Ventura)

Mover: Veronica Robles-Solis

Seconder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 4 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

D.3. Approval of the 2023-2024 Comprehensive School Safety Plans - 21 Sites (Fox/Nocero)

Dr. Jodi Nocero, Director, Pupil Services, provided a presentation regarding the 2023-2024 Comprehensive School Safety Plans. Following the presentation, Dr. Nocero requested the Board's approval of the 2023-2024 Comprehensive School Safety Plans for 21 Sites.

Motion #23-114 Approval of 2023-2024 Comprehensive School Safety Plans - 21 Sites

Mover: Rose Gonzales

Seconder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 4 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

D.4. Approval of Resolution #23-11 to Discontinue Classified Positions (Torres/Fuentes)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of Resolution #23-11 to Discontinue Classified Positions.

Motion #23-115 Approval of Resolution #23-11 to Discontinue Classified Positions

Mover: MaryAnn Rodriguez

Seconder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 4 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

D.5. Reduction In Force: Reduction or Discontinuance of Particular Kinds of Service and Adoption of Resolution #23-12 (Torres/Carroll)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of the Reduction In Force and Resolution #23-12 Reduction or Discontinuance of Particular Kinds of Service.

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

Motion #23-116 Approval of Reduction In Force and Resolution #23-12 Reduction or Discontinuance of Particular Kinds of Service

Mover: MaryAnn Rodriguez

Second: Monica Madrigal Lopez

Moved To: Approve

Ayes: 4 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

D.6. Approval of Memorandum of Understanding – Agreement # 23-250 (MOU) Between the Oxnard School District (District) and the California School Employees Association, Chapter 272 (CSEA) re: Signing Bonus for Oxnard School District Employees that Accept or are Hired into the Paraeducator, Special Education Classification (Torres/Fuentes)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of MOU Agreement #23-250 for a \$1000.00 signing bonus for Oxnard School District employees that accept or are hired into the Paraeducator, Special Education Classification during the 2023-24 school year, total amount not to exceed \$165,000.00, to be paid from the General Fund.

Motion #23-117 Approval of Memorandum of Understanding/Agreement # 23-250 (MOU) Between the Oxnard School District (District) and the California School Employees Association, Chapter 272 (CSEA) re: Signing Bonus for Oxnard School District Employees that Accept or are Hired into the Paraeducator, Special Education Classification

Mover: Monica Madrigal Lopez

Second: Rose Gonzales

Moved To: Approve

Ayes: 4 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

Section E: APPROVAL OF MINUTES

E.1. Approval of Minutes (DeGenna)

The Board approved the minutes of the December 13, 2023 Regular Meeting, the January 17, 2024 Regular Meeting, and the February 7, 2024 Regular Meeting, as presented.

Motion #23-118 Approval of Minutes - December 13, 2023 Regular Meeting, January 17, 2024 Regular Meeting, February 7, 2024 Regular Meeting

Mover: Monica Madrigal Lopez

Second: MaryAnn Rodriguez

Moved To: Approve

Ayes: 4 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

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

F.1. Second Reading and Adoption of BP/AR 4218: Dismissal/Suspension/Disciplinary Action (Torres/Carroll)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, presented the revisions to BP/AR 4218: Dismissal/Suspension/Disciplinary Action for Second Reading and Adoption.

Motion #23-119 Second Reading and Adoption - BP/AR 4218: Dismissal/Suspension/Disciplinary Action

Mover: Rose Gonzales

Seconder: Monica Madrigal Lopez

Moved To: Adopt

Ayes: 4 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

Section G: CONCLUSION

G.1. Superintendent's Report (3 minutes)

Dr. Ana DeGenna

- OSD Spelling Bee
- OSD Student Profile
- implementation of Strategic Plan with Principals
- AKA Speech Competition February 24, 2024 at 1:00 pm at Marshall School
- congratulations to Lydia Lugo Dominguez - ACSA Region 13 Confidential Employee of the Year

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

MaryAnn Rodriguez

- enjoyed judging African American speech contest at Ramona
- attended Fentanyl presentations at Fremont and Soria

Rose Gonzales

- thank you to Driffill for presentation
- enjoyed judging African American speech contest at Ramona
- attended Fentanyl presentations at Fremont and Curren

Veronica Robles-Solis

- thank you to Driffill for presentation

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

February 21, 2024

G.3. ADJOURNMENT

President Robles-Solis adjourned the meeting at 7:37 p.m.

Motion to adjourn

Mover: Rose Gonzales

Secunder: Monica Madrigal Lopez

Moved To: Adjourn

Ayes: 4 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

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

February 21, 2024

Ana DeGenna, Ed.D.



District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this 6th day of March, 2024, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of February 21, 2024, on motion by Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: March 06, 2024

Agenda Section: Section F: Board Policies, First Reading

First Reading to BP5141.5 Mental Health -New (Fox/Nocero)

The BP 5141.5 Mental Health (New) has been updated based on recommendations by CSBA (California School Board Association). The new Language is Highlighted. This is a **new** Board Policy. Board Policies will be presented for a second reading and adoption at the March 20, 2024 Board Meeting.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, and Director of Pupil Services that the Board of Trustees receive the **new** BP 5141.5 Mental Health for first reading, as presented.

ADDITIONAL MATERIALS:

Attached: [BP 5141.5 Mental Health-New\(5 pgs\).pdf](#)

Policy 5141.5: Mental Health

The Governing Board recognizes that students' emotional well-being and mental health are critical to their ability to perform to their full academic and personal potential. The Superintendent or designee shall develop strategies and services to reduce the stigma associated with mental illness, facilitate access to mental health services, and help students build resiliency skills, including digital resilience, increase social connections, and cope with life challenges.

The Superintendent or designee shall consult and collaborate with school-employed mental health professionals, the county mental health department, psychologists and other health professionals, social workers, and/or community organizations to strengthen local mental health services and develop and implement an integrated plan to support student mental health.

To the extent possible, the district shall focus on preventive strategies which increase students' connectedness to school, create a support network of peers and trusted adults, and provide techniques for conflict resolution. The district shall investigate and resolve any complaint of bullying, intimidation, harassment, or discrimination in accordance with law and district policy.

The district shall provide instruction to students that promotes their healthy mental, emotional, and social development. Health education courses shall be aligned with the state content standards and curriculum framework and shall include, but not be limited to, instruction related to identifying signs of depression and self-destructive behaviors, developing coping skills, and identifying resources that may provide assistance.

Information and Training

The Superintendent or designee shall provide school staff with information and training to recognize the early signs and symptoms of an emerging mental health condition or behavioral health disorder, including common psychiatric conditions and substance use disorders such as opioid and alcohol abuse, identify risk factors and warning signs of suicidal intent, respond to students who have been impacted by traumatic stress, safely deescalate crisis situations involving students with a behavioral health disorder, and link students with effective services, referrals, and supports. Such training shall also provide instruction on how to maintain student privacy and confidentiality. Behavioral health information and training may also be provided to parents/guardians, students, and families. (Education Code 49428.15)

The Superintendent or designee shall develop a protocol for identifying and assessing students who may be suffering from an anxiety disorder, depression, eating disorder, or other severe or disabling mental illness. The Superintendent or designee may establish districtwide or school-site crisis intervention team(s) to respond to mental health concerns in the school setting.

At least twice per school year, the Superintendent or designee shall ensure that each school provides notice regarding how to initiate access to student mental health services on campus and/or in the community. The notification shall be in at least two of the following methods: (Education Code 49428)

1. Distributing the information, electronically or in hardcopy, in a letter to parents/guardians, and in a school publication or other document to students
2. Including the information, at the beginning of the school year, in the parent handbook for parents/guardians and in student orientation materials or a student handbook
3. Posting the information on the school's website or social media

Parents/guardians and students shall each receive two notices on how to initiate access to student mental health services, which may be delivered by different methods. (Education Code 494280)

Each school site that serves students in any of grades 6-12 shall create an age appropriate and culturally relevant poster that identifies approaches and shares resources about student mental health, and that includes the following information: (Education Code 49428.5)

1. Identification of common behaviors of those struggling with mental health or who are in a mental health crisis, including, but not limited to, anxiety, depression, eating disorders, emotional dysregulation, bipolar episodes, and schizophrenic episodes
2. A list of, and contact information for, school site-specific resources, including, but not limited to, counselors, wellness centers, and peer counselors
3. A list of, and contact information for, community resources, including, but not limited to, suicide prevention, substance abuse, child crisis, nonpolice mental health hotlines, public behavioral health services, and community mental health centers
4. A list of positive coping strategies to use when dealing with mental health, including, but not limited to, meditation, mindfulness, yoga, breathing exercises, grounding skills, journaling, acceptance, and seeking therapy
5. A list of negative coping strategies to avoid, including, but not limited to, substance abuse or self-medication, violence and abuse, self-harm, compulsivity, dissociation, catastrophizing, and isolating

The poster shall be displayed in English and any primary language spoken by 15 percent or more of the students at the school site and be no smaller than 8.5 by 11 inches and at least 12-point font. The poster shall be prominently and conspicuously displayed in public areas that are accessible to, and commonly frequented by, students at each school site such as bathrooms, locker rooms, classrooms, classroom hallways, gymnasiums, auditoriums, cafeterias, wellness centers, and offices. Additionally, at the beginning of each school year the poster shall be distributed online to students through social media, websites, portals, and learning platforms. (Education Code 49428.5)

Mental Health Counseling and Referrals

A school counselor, school psychologist, or school social worker may provide mental health counseling to students in accordance with the specialization(s) authorized on the individual's credential. As needed, students and their parents/guardians may be provided referrals to mental health services in the community and/or to mental health services at or near district schools.

Mental health and behavioral health services for students on campus may be provided by way of telehealth technology. (Education Code 49429)

If a student has an emotional or mental illness that limits a major life activity, has a record of such impairment, or is regarded as having such impairment, or may need special education and related services, the student shall be referred for an evaluation for purposes of determining whether any educational or related services are required in accordance with Section 504 of the Rehabilitation Act or the federal Individuals with Disabilities Education Act, as applicable. (Education Code 56301-56302; 29 USC 794; 28 CFR 35.108)

Funding Resources

The Superintendent or designee shall explore potential funding sources for district programs and services that support student's mental health. In accordance with local plans and priorities, the district may apply to the county for grants for prevention and early intervention activities that are designed to prevent mental illness from becoming severe and disabling and to improve timely access for underserved populations.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State

Ed. Code 215-216

Description

Student suicide prevention

Ed. Code 234.6

Bullying and harassment prevention information

Ed. Code 32280-32289.5

School safety plans

Ed. Code 49060-49079

Student records

Ed. Code 49428.1

Student mental health referral protocols

Ed. Code 49428.15

Identification of evidence-based and evidence-informed training programs for schools to address youth behavioral health

Ed. Code 49428.5

Student mental health poster

Ed. Code 49600

Responsibilities of school counselors

Ed. Code 49602

Counseling and confidentiality of student information

Ed. Code 49604

Suicide prevention training for school counselors

Ed. Code 51925-51929

Mandatory mental health education

Ed. Code 56171

Duty to identify and assess children in private schools who need special education services

Ed. Code 56300-56385

Identification and referral; assessment, instructional planning

W&I Code 5698

Emotionally disturbed youth; legislative intent

W&I Code 5840-5840.8

Prevention and early intervention programs

W&I Code 5850-5883

Mental Health Services Act

Federal

20 USC 1400-1482

Description

Individuals with Disabilities Education Act

28 CFR 35.101-35.190

29 USC 794

34 CFR 300.1-300.818

Management Resources

California Department of Education
Publication

California Department of Education
Publication

California Department of Education
Publication

CDC and Prevention Publication

Nat. Child Traumatic Stress Network
Publication

US Department of Education Publication

US Department of Health and Human
Services

US Dept of Health and Human Services
Publication

Website

Americans with Disabilities Act

Rehabilitation Act of 1973; Section 504

Individuals with Disabilities Education Act

Description

[Youth Behavioral Health Training Programs](#)

Health Education Content Standards for California Public
Schools, Kindergarten Through Grade Twelve

Health Education Framework for California Public Schools,
Kindergarten Through Grade Twelve, May 2019

School Connectedness: Strategies for Increasing Protective
Factors Among Youth, 2009

Child Trauma Toolkit for Educators, 2008

[Bipartisan Safer Communities Act Stronger Connections
Grant Program, Frequently Asked Questions, April 2023](#)

[Social Media and Youth Mental Health: The U.S. Surgeon
General's Advisory, 2023](#)

[Our Epidemic of Loneliness and Isolation: The U.S. Surgeon
General's Advisory on the Health Effects of Social
Connection and the Community, 2023](#)

[CSBA District and County Office of Education Legal Services](#)

[National Child Traumatic Stress Network](#)

[National Council for Behavioral Health, Mental Health First
Aid](#)

[Suicide Prevention Lifeline](#)

[Suicide Prevention Resource Center](#)

[Substance Abuse and Mental Health Services Administration](#)

[American Association of Suicidology](#)

[American Foundation for Suicide Prevention](#)

[American Psychological Association](#)

[California Department of Health Care Services, Mental
Health Services](#)

[Centers for Disease Control and Prevention, Mental Health](#)

[National Association of School Psychologists](#)

[National Institute for Mental Health](#)

[California Department of Education, Mental Health](#)

[American School Counselor Association](#)

Cross References

Code	Description
0470	COVID-19 Mitigation Plan
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3515.31	School Resource Officers
4131	Staff Development
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5141.6	School Health Services
5141.6	School Health Services
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6164.5	Student Success Teams
6164.5	Student Success Teams
6173.4	Education For American Indian Students

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: March 06, 2024

Agenda Section: Section F: Board Policies, First Reading

First Reading to BP/AR 5141.6 School Health Services (Fox/Nocero)

The BP/AR 5141.6 School Health Services has been updated based on recommendations by CSBA (California School board Association). The new Language is Highlighted. Deleted language is indicated by strikethrough. Board Policies will be presented for a second reading and adoption at the March 20, 2024, Board Meeting.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, and Director of Pupil Services that the Board of Trustees receive the revision of BP/AR 5141.6 School Health Services as the first reading as presented.

ADDITIONAL MATERIALS:

Attached: [AR 5141.6 School Health Services\(19 pgs\).pdf](#)
[BP 5141.6 School Health Services \(13 pgs\).pdf](#)

Regulation 5141.6: School Health Services

Status: ADOPTED

Original Adopted Date: 11/02/2011

Types of Health Services ~~Program Components~~

In accordance with student and community needs and available resources, school health services offered by the district may include, but are not limited to:

~~The district's school health services program shall meet, or have a plan to meet, the following requirements: (Health and Safety Code 124174.6)~~

- ~~1. Strive to provide a comprehensive set of services including medical, oral health, mental health, health education, and related services in response to community needs~~
2. Provide primary and other health care services, provided or supervised by a licensed professional, which may include all of the following:
 - a. 1. Health screenings, evaluations, and assessments of students' need for health services
 - b. 2. Physical examinations, immunizations, and other preventive medical services (~~cf. 5141.26 -- Tuberculosis Testing~~)
(~~cf. 5141.3 -- Health Examinations~~) (~~cf. 5141.31 -- Immunizations~~)
(~~cf. 5141.32 -- Health Screening for School Entry~~)
 - e. 3. Diagnosis and treatment of minor injuries and acute medical conditions
 - d. 4. Management of chronic medical conditions (~~cf. 5141.23 -- Asthma Management~~)
 - e. 5. Basic laboratory tests
 - f. ~~Referrals to and follow-up for specialty care~~
 - g. 6. Reproductive health services
(~~cf. 5141.25 -- Availability of Condoms~~)
 - h. 7. Nutrition services
(~~cf. 3550 - Food Service/Child Nutrition Program~~) (~~cf. 5030 - Student Wellness~~)
 - i. 8. Mental **or behavioral** health services, ~~provided or supervised by an appropriately licensed mental health professional, which may include assessments, crisis intervention, counseling, treatment, and referral to a continuum of services including emergency psychiatric care, community support programs, inpatient care, and outpatient programs~~

~~The Superintendent or designee shall collaborate with the county mental health department in planning and service delivery.~~
(~~cf. 1020 -- Youth Services~~)
(~~cf. 5131.6 -- Alcohol and Other Drugs~~) (~~cf. 5141.52 -- Suicide Prevention~~)
(~~cf. 6164.2 -- Counseling/Guidance Services~~)
 - j. 9. Oral health services that may include preventive services, basic restorative services, and referral to specialty services

The Superintendent or designee shall notify all parents/guardians of the opportunity pursuant to Health and Safety Code 104830-104865 for their child to receive the topical application of fluoride, including fluoride varnish, or other decay-inhibiting agent to the teeth during the school

year. Such application of fluoride or other decay-inhibiting agent shall only be provided to a student whose parent/guardian returns the notification with an indication consenting to the treatment. (Health and Safety Code 104830, 104850, 104855)

~~3. Work in partnership with the school nurse, if one is employed by the school or district, to provide:~~

- a- 10. Individual and family health education
- b- 11. School or districtwide health promotion
- e- 12. First aid and administration of medications

~~(cf. 5141.21 — Administering Medication and Monitoring Health Conditions)~~

13. Facilitation of student enrollment in health insurance programs Referrals and linkage to services not offered on-site

- d- 14. Screening of students to identify the need for physical, mental, and oral health services
- e- 15. Referral and linkage to services not offered on-site
- f- 16. Public health and disease surveillance
- g- 17. Emergency response procedures

18. Specialized health care services for students with disabilities

19. Targeted case management

20. Substance abuse prevention and intervention services

21. Vision and audiology services

22. Speech therapy

23. Occupational therapy

24. Physical therapy

The district may deliver health care services, including mental and behavioral health, for students on campus by means of telehealth technology. (Education Code 49429)

~~(cf. 5141 — Health Care and Emergencies)~~

~~24. Have a written contract or memorandum of understanding between the district and the health care provider or any other community provider that ensures coordination of services, confidentiality of health information consistent with applicable federal and state laws, and integration of services into the school environment~~

~~(cf. 3312 — Contracts)~~

25. Serve all students in the school regardless of ability to pay

26. Be open during all normal school hours, except that services may be provided on a more limited basis if resources are not available or on a more expansive basis if dictated by community needs and resources are available

27. Establish protocols for referring students to outside services when the school health center is closed

28. Facilitate transportation between the school and the health center if the health center is not located on school or district property

Medi-Cal Billing

In order to provide services as a Medi-Cal provider, the district shall enter into and maintain a contract

with the California Department of Health Care Services (DHCS). (Welfare and Institutions Code 14132.06; 22 CCR 51051, 51270)

The Superintendent or designee shall develop a plan to ensure that the district and all district subcontractors, provide individuals with speech, vision, and hearing disabilities auxiliary aides and services, to enable those individuals to effectively communicate and participate in the Medi-Cal program. Such auxiliary aides and services may include, but are not limited to, providing written materials in alternative formats such as braille, large font, audio recordings, or closed captioning.

The Superintendent or designee shall submit a claim for Medi-Cal reimbursement whenever the district provides a Medi-Cal-eligible student under age 22 and/or a member of the student's family a covered service specified in 22 CCR 51190.4 or 51360. (Welfare and Institutions Code 14132.06; 22 CCR 51096, 51098, 51190.1, 51190.4, 51309, 51360, 51535.5)

~~The district shall submit a claim for Medi-Cal reimbursement whenever the district provides a covered preventive, diagnostic, therapeutic, or rehabilitative service specified in 22 CCR 51190.4 or 51360 to a Medi-Cal-eligible student under age 22 and/or a member of his/her family. (Welfare and Institutions Code 14132.06; 22 CCR 51096, 51098, 51190.1, 51190.4, 51309, 51360, 51535.5)~~

When the district provides services, or arranges for the provision of services, for treatment of a mental health or substance use disorder for a student at a school site or at an off-campus clinic, mobile counseling service, or similar district-arranged location, the district may seek reimbursement from the student's health care service plan, in accordance with the requirements of Health and Safety Code 1374.722.

~~(cf. 5141.24 - Specialized Health Care Services) (cf. 6159 - Individualized Education Program)~~

The district shall maintain records **and supporting documentation** including, but not limited to, records of the type and extent of services provided to a Medi-Cal beneficiary in accordance with law. (22 CCR 51270, 51476)

~~(cf. 3580 - District Records) (cf. 5125 - Student Records)~~

The Superintendent or designee shall ensure that all practitioners employed by or under contract with the district possess the appropriate license, certification, registration, or credential and provide only those services that are within their scope of practice. (22 CCR 51190.3, 51270, 51491)

Any federal funds received by the district as reimbursement for the costs of services under the Medi-Cal billing option shall be reinvested in services for students and their families ~~as specified in Education Code 8804(g)~~. The Superintendent or designee shall consult with a local school-linked services collaborative group **regarding decisions on reinvestment of federal funds**, ~~such as that defined in Education Code 8806, regarding decisions on reinvestment of federal funds.~~ (22 CCR 51270)

The Superintendent or designee shall submit an annual report to DHCS to identify participants in the community collaborative, provide a financial summary including reinvestment expenditures, and describe service priorities for the future. (22 CCR 51270)

Medi-Cal Administrative Activities

The district shall apply for reimbursement for activities identified by DHCS which are related to the administration of the Medi-Cal program. Such activities include, but are not limited to, outreach, translation for Medi-Cal services, facilitation of applications, arrangement of nonemergency and nonmedical transportation of eligible individuals, program planning and policy development, claims coordination and administration, training, and general administration.

Appropriate staff shall receive training in administrative claiming categories and related activities.

To receive reimbursement for Medi-Cal administrative activities, the Superintendent or designee shall, on a quarterly basis, submit an invoice to the local educational consortium or local governmental agency through which the district has contracted.

In addition, the Superintendent or designee shall submit to the local educational consortium or local governmental agency, and shall update each quarter, a roster of all employees who perform direct Medi-Cal services or administrative activities. When notified by the local educational consortium or local governmental agency of the date and time that a random-moment time survey must be conducted by a particular employee, the Superintendent or designee shall coordinate the completion and submission of the survey in accordance with DHCS timelines and procedures.

~~Designated school staff shall document, on a time survey form, the amount of time spent on activities identified by DHCS which are related to the administration of the Medi-Cal program. Such activities include, but are not be limited to:~~

- ~~1. Outreach~~
- ~~2. Referral of health and mental health services~~
- ~~3. Translation services~~
- ~~4. Facilitation of applications~~
- ~~5. Scheduling and arranging emergency and medical transportation of eligible individuals~~
- ~~6. Contracting for services~~
- ~~7. Program planning and policy development~~
- ~~8. Claims administration~~
- ~~9. General administration~~

~~The Superintendent or designee shall, on a quarterly basis, submit an invoice to the local educational consortium or local governmental agency through which the district has contracted to receive reimbursement.~~

~~Staff responsible for completing the time survey shall annually participate in training regarding eligible activities and the time survey methodology, and shall receive additional training whenever there are changes or updates in administrative claiming categories and activities. New or reassigned staff shall receive training before beginning their duties completing time surveys.~~

The Superintendent or designee shall maintain an audit file containing **random-moment time** original time survey documentation and other records specified by DHCS. Such documentation shall be kept for three years after the end of the quarter in which expenditures were incurred or, if an audit is in progress, until the completion of the audit.

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
17 CCR 2950-2951	Hearing tests
17 CCR 6800-6874	Child Health and Disability Prevention program; health assessments
22 CCR 51009	Confidentiality
22 CCR 51050-51192	Definitions of Medi-Cal providers and services
22 CCR 51200	Requirements for providers
22 CCR 51231.2	Wheelchair van requirements
22 CCR 51270	Local educational agency provider; conditions for participation
22 CCR 51304	Limitations on specified benefits
22 CCR 51309	Psychology, physical therapy, occupational therapy, speech pathology, audiological services
22 CCR 51323	Medical transportation services
22 CCR 51351	Targeted case management services

22 CCR 51360	Local educational agency; types of services
22 CCR 51491	Local educational agency eligibility for payment
22 CCR 51535.5	Reimbursement to local educational agency providers
Ed. Code 49073-49079	Privacy of student records
Ed. Code 49423.5	Specialized physical health care services
Ed. Code 49557.2-49558	Eligibility for free and reduced-price meals; sharing information with Medi-Cal
Fam. Code 6920-6930	Consent by minor for medical treatment
Gov. Code 95020	Individualized family service plan
H&S Code 104830-104865	School-based application of fluoride or other tooth decay-inhibiting agent
H&S Code 121020	HIV/AIDS testing and treatment; parental consent for minor under age 12
H&S Code 123110	Minor's right to access health records
H&S Code 123115	Limitation on parent/guardian access to minor's health records
H&S Code 123800-123995	California Children's Services Act
H&S Code 124025-124110	Child Health and Disability Prevention Program
H&S Code 124172-124174.6	Public School Health Center Support Program
H&S Code 124260	Mental health services; consent by minors age 12 and older
H&S Code 130300-130317	Health Insurance Portability and Accountability Act (HIPAA)
W&I Code 14059.5	Definition of "medically necessary"
W&I Code 14115	Medi-Cal claims process
W&I Code 14115.8	LEA Medi-Cal Billing Option; program guide
W&I Code 14124.90	Third-party health coverage
W&I Code 14132.06	Covered benefits; health services provided by local educational agencies
W&I Code 14132.47	Administrative claiming process and targeted case management
W&I Code 5961-5961.5	Children and Youth Behavioral Health Initiative Act
Federal	Description
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
42 CFR 431.300	Use and disclosure of information on Medicaid applicants and recipients
42 USC 1320c-9	Prohibition against disclosure of records
42 USC 1397aa-1397mm	State Children's Health Insurance Program
45 CFR 164.500-164.534	Privacy of individually identifiable health information
Management Resources	Description
CA Department of Health Care Services Publication	LEA Medi-Cal Billing Option Provider Manual, November 2021
CA Dept of Health Care Services Publication	Policy and Procedure Letter No. 23-004, February 2023
CA Dept of Health Care Services Publication	Policy and Procedure Letter No. 21-017R, December 2021
CA Dept of Health Care Services Publication	California School-Based Medi-Cal Administrative Activities Manual
CA Health and Human Services Publication	Children and Youth Behavioral Health Initiative, 2021
CA School-Based Health Alliance Publication	Documenting the Link Between School-Based Health Centers and Academic Success, May 2014
CA School-Based Health Alliance Publication	How to Fund Health Services in Your School District, September 2014
California Department of Education Publication	Health Education Framework for California Public Schools, Kindergarten Through Grade Twelve, May 2019
National Center For Youth Law	Confidential Medical Release: Frequently Asked Questions

Publication	from Schools and Districts, November 2015
US Dept of Health and Human Services Publication	Centers for Medicare & Medicaid Services Informational Bulletin, Information on School-Based Services in Medicaid: Funding, Documentation and Expanding Services, August 2022
US Dept of Health and Human Services Publication	Information on School-Based Services in Medicaid: Funding, Documentation and Expanding Services, August 18, 2022
Website	California Department of Health and Human Services
Website	CSBA District and County Office of Education Legal Services
Website	CSBA, Practi-Cal Program
Website	California School-Based Health Alliance
Website	Center for Health and Health Care in Schools
Website	Centers for Disease Control and Prevention, School Health Policies and Programs (SHPPS) Study
Website	Centers for Medicare and Medicaid Services
Website	California County Superintendents Educational Services Association
Website	National Center for Youth Law
Website	California School Nurses Organization
Website	California Department of Education, Health Services and School Nursing
Website	California Department of Health Care Services
Website	California Department of Public Health
Website	CSBA

Cross References

Code	Description
0470	COVID-19 Mitigation Plan
1330.1	Joint Use Agreements
1340	Access To District Records
1340	Access To District Records
1400	Relations Between Other Governmental Agencies And The Schools
3514	Environmental Safety
3514	Environmental Safety
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
4119.41	Employees With Infectious Disease
4119.43	Universal Precautions
4119.43	Universal Precautions
4157	Employee Safety
4157	Employee Safety
4219.41	Employees With Infectious Disease
4219.43	Universal Precautions
4219.43	Universal Precautions
4231	Staff Development
4257	Employee Safety
4257	Employee Safety
4319.41	Employees With Infectious Disease
4319.43	Universal Precautions
4319.43	Universal Precautions
4357	Employee Safety
4357	Employee Safety
5022	Student And Family Privacy Rights
5022	Student And Family Privacy Rights

5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5113.11	Attendance Supervision
5113.12	District School Attendance Review Board
5113.12	District School Attendance Review Board
5125	Student Records
5125	Student Records
5131.6	Alcohol And Other Drugs
5131.6	Alcohol And Other Drugs
5131.61	Drug Testing
5131.62	Tobacco
5131.62	Tobacco
5131.63	Steroids
5131.63	Steroids
5141	Health Care And Emergencies
5141	Health Care And Emergencies
5141.21	Administering Medication And Monitoring Health Conditions
5141.21	Administering Medication And Monitoring Health Conditions
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.23	Asthma Management
5141.23	Asthma Management
5141.24	Specialized Health Care Services
5141.25	Availability Of Condoms
5141.26	Tuberculosis Testing
5141.3	Health Examinations
5141.3	Health Examinations
5141.31	Immunizations
5141.31	Immunizations
5141.32	Health Screening For School Entry
5141.33	Head Lice
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5141.5	Mental Health
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5141.7	Sun Safety
5143	Insurance
5143	Insurance
5145.6	Parent/Guardian Notifications
5145.6	Parent/Guardian Notifications
5146	Married/Pregnant/Parenting Students
5147	Dropout Prevention
5148	Child Care And Development
5148	Child Care And Development
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6145.2	Athletic Competition
6145.2	Athletic Competition
6164.2	Guidance/Counseling Services
6164.5	Student Success Teams
6164.5	Student Success Teams
6171	Title I Programs

6171	Title I Programs
6173	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6173.4	Education For American Indian Students
6175	Migrant Education Program
6175	Migrant Education Program
6177	Summer Learning Programs
6184	Continuation Education
6184	Continuation Education

State References	Description
17 CCR 2950-2951	Hearing tests -- https://simbli.eboardsolutions.com/SU/MedMEQ0Cedro066RKeIN Dw==
17 CCR 6800-6874	Child Health and Disability Prevention program; health-assessments -- https://simbli.eboardsolutions.com/SU/2HhexRytdgKgei q665fqEA==
22CCR51009	Confidentiality -- https://simbli.eboardsolutions.com/SU/9Ra0oplusgiqEw5FSRj1Y5 RhA==
22 CCR 51050-51192	Definitions of Medi-Cal providers and services -- https://simbli.eboardsolutions.com/SU/kERMlu1VDplusslsh6dzkplu sdMzUGA==
22CCR51200	Requirements for providers -- https://simbli.eboardsolutions.com/SU/UQIfaxnRXavxH1iMhK5Bag ==
22 CCR 51231.2	Wheelchair van requirements -- https://simbli.eboardsolutions.com/SU/fgh9KlxZffbAsAxo4fcDhw==
22CCR51270	Local educational agency provider; conditions for participation -- https://simbli.eboardsolutions.com/SU/CTr6GAXoy397Rj4ngkFcB Q==
22CCR51304	Limitations on specified benefits -- https://simbli.eboardsolutions.com/SU/gKXAjwbtkM1ehmlveDLsls hXA==

22-CCR-
51309

Psychology, physical therapy, occupational therapy, speech-
pathology, audiological services--
<https://simbli.eboardsolutions.com/SU/JplusO0slshwAaSImYc9rTeIHxiA==>

22 CCR 51323	Medical transportation services -- https://simbli.eboardsolutions.com/SU/MDftOcw3WYRzZEFcZXBmQ==
22 CCR 51351	Targeted case management services -- https://simbli.eboardsolutions.com/SU/SAkqgpXGRCDSus29fCRGfA==
22 CCR 51360	Local educational agency; types of services -- https://simbli.eboardsolutions.com/SU/zR8yhQ2FqNMBzTSHcLILWg==
22 CCR 51491	Local educational agency eligibility for payment -- https://simbli.eboardsolutions.com/SU/fpUUVD1fR7XY4ikyPUdSVw==
22 CCR 51535.5	Reimbursement to local educational agency providers -- https://simbli.eboardsolutions.com/SU/Xtjl3eVKpmdCQ86slshGoJFA==
Ed. Code 49073-49079	Privacy of student records -- https://simbli.eboardsolutions.com/SU/7w3ITz5N0pl8FxFYHEmicg==
Ed. Code 49423.5	Specialized physical health care services -- https://simbli.eboardsolutions.com/SU/L0igvSo5mEINt0KPZspluse0Q==
Ed. Code 49557.2-49558	Eligibility for free and reduced-price meals; sharing information with Medi-Cal -- https://simbli.eboardsolutions.com/SU/apYfKshvfKaT8ryTPutYCW==
Fam. Code 6920-6930	Consent by minor for medical treatment -- https://simbli.eboardsolutions.com/SU/2D2IN8VKrMt7jVdYwJ1aWA==
Gov. Code 95020	Individualized family service plan -- https://simbli.eboardsolutions.com/SU/b7Bntu3G7u9NnB0bOTgUUA==
H&S Code 104830-104865	School-based application of fluoride or other tooth decay-inhibiting agent -- https://simbli.eboardsolutions.com/SU/wUMx41I85WwlOslshBFSWJm8w==
H&S Code 121020	HIV/AIDS testing and treatment; parental consent for minor under age 12 -- https://simbli.eboardsolutions.com/SU/Z4rsWlu9eGVfnBPGF6MIKA==
H&S Code 123110	Minor's right to access health records -- https://simbli.eboardsolutions.com/SU/i8PW0EdRzv8jMoH51K3qZA==
H&S Code 123115	Limitation on parent/guardian access to minor's health records -- https://simbli.eboardsolutions.com/SU/vkeslshKyhVxThhqoBDCKzknQ==
H&S Code 123800-123995	California Children's Services Act -- https://simbli.eboardsolutions.com/SU/oRsfYclzXRxToah0YVbNcA==
H&S Code 124025-124110	Child Health and Disability Prevention Program -- https://simbli.eboardsolutions.com/SU/L9HOcCdNFf6OLmwKriEjiQ==
H&S Code 124172-124174.6	Public School Health Center Support Program -- https://simbli.eboardsolutions.com/SU/UiWhRk3Dplusb6dePxZuDu0oQ==
H&S Code 124260	Mental health services; consent by minors age 12 and older -- https://simbli.eboardsolutions.com/SU/IVzTry4v3xqHaOX42MB0zw==

H&S Code 130300-130317	Health Insurance Portability and Accountability Act (HIPAA)
W&I Code 14059.5	Definition of "medically necessary" -- https://simbli.eboardsolutions.com/SU/NMjswpgplusptyKRrVPkZpLslshQ==
W&I Code 14115	Medi-Cal claims process -- https://simbli.eboardsolutions.com/SU/FtggfcAzVlkv64OqMyvyNg==
W&I Code 14115.8	LEA Medi-Cal Billing Option; program guide -- https://simbli.eboardsolutions.com/SU/N8rhZHRaa1KdAhOmgXxhVw==
W&I Code 14124.90	Third-party health coverage -- https://simbli.eboardsolutions.com/SU/6PYeuATWcPdYnPcsTYkAUw==
W&I Code 14132.06	Covered benefits; health services provided by local educational agencies -- https://simbli.eboardsolutions.com/SU/US4ZV1v4hDplus3HszfZk2teg==
W&I Code 14132.47	Administrative claiming process and targeted case management -- https://simbli.eboardsolutions.com/SU/slshu5xkSQ1HwQLRjF5batDlw==
W&I Code 5961-5961.5	Children and Youth Behavioral Health Initiative Act

Federal References	Description
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
42 CFR 431.300	Use and disclosure of information on Medicaid applicants and recipients
42 USC 1320c-9	Prohibition against disclosure of records
42 USC 1397aa-1397mm	State Children's Health Insurance Program
45 CFR 164.500-164.534	Privacy of individually identifiable health information

Management Resources References	Description
CA Department of Health Care Services Publication	LEA Medi-Cal Billing Option Program Provider Manual, November 2021 -- https://simbli.eboardsolutions.com/SU/QOfp2pEslshD4aDoKM2QJ1t8g==
CA Dept of Health Care Services Publication	Policy and Procedure Letter No. 23-004, February 2023 -- https://simbli.eboardsolutions.com/SU/ik2u2XTgK02Uk3z7XV2WgA==
CA Dept of Health Care Services Publication	Policy and Procedure Letter No. 21-017R, December 2021 -- https://simbli.eboardsolutions.com/SU/ShaD7PfAmslshoWeplusec1VMAtA==
CA Dept of Health Care Services Publication	California School-Based Medi-Cal Administrative Activities Manual -- https://simbli.eboardsolutions.com/SU/eYdd8QEplus0LrFh9A1AGiynQ==
CA Health and Human Services Publication	Children and Youth Behavioral Health Initiative, 2021 -- https://simbli.eboardsolutions.com/SU/SQUS0zuWPAYGipMSimrYVG==
CA School-Based Health Alliance Publication	Documenting the Link Between School-Based Health Centers and Academic Success, May 2014
CA School-Based Health Alliance Publication	How to Fund Health Services in Your School District, September 2014 California Department of Education Publication Health Education Through Grade Twelve, May 2019
CA School-Based Health Alliance Publication	Framework for California Public Schools, Kindergarten

National Center For Youth Law Publication Confidential Medical Release: Frequently Asked Questions from Schools and

Districts, November 2015

US Dept of Health and Human Services Publication

Centers for Medicare & Medicaid Services Informational Bulletin, Information

on School-Based Services in Medicaid: Funding, Documentation and Expanding Services, August 2022--

<https://simbli.eboardsolutions.com/SU/e1AEPRkiYJiEMndI3IzjKA==>

US Dept of Health and Human Services Publication

Information on School-Based Services in Medicaid: Funding, Documentation and Expanding Services, August 18, 2022--

<https://simbli.eboardsolutions.com/SU/e1AEPRkiYJiEMndI3IzjKA==>

Website

California Department of Health and Human Services--

<https://simbli.eboardsolutions.com/SU/RfFicuDfqiiXyFvHULovPg==>

Website

CSBA District and County Office of Education Legal Services--

<https://simbli.eboardsolutions.com/SU/UdykszdmpETuDsIshXk6R5akQ==>

Website

CSBA, Practi-Cal Program--

<https://simbli.eboardsolutions.com/SU/osj9cVthno059t2BfslshzHW==>

Website

California School-Based Health Alliance--

<https://simbli.eboardsolutions.com/SU/AP2woR1fGSOsIrnWDENoA==>

Website

Center for Health and Health Care in Schools--

<https://simbli.eboardsolutions.com/SU/IUBge93PEmHaWbbZteiguW==>

Website

Centers for Disease Control and Prevention, School Health Policies and Programs (SHPPS) Study--

<https://simbli.eboardsolutions.com/SU/MKXplusroVsDAAUy5fMmloplusng==>

Website	Centers for Medicare and Medicaid Services-- https://simbli.eboardsolutions.com/SU/8cHplusWPwuermDuW0plusvzXfVw==
Website	National Center for Youth Law -- https://simbli.eboardsolutions.com/SU/rWqbVi1x2WCuGlephMslsh2yQ==
Website	California School Nurses Organization-- https://simbli.eboardsolutions.com/SU/y9UnslshTdDn6hY1DMTI3f6eQ==
Website	California County Superintendents-- https://simbli.eboardsolutions.com/SU/Wyr1WplusZPL9SDth52IMoLrg==
Website	California Department of Education, Health Services and School Nursing-- https://simbli.eboardsolutions.com/SU/8gslshmouplus2E8Rmx2avRDQPxw==
Website	California Department of Health Care Services-- https://simbli.eboardsolutions.com/SU/slshcbdN8s1slshplus8ePOCd4fpQ7Q==
Website	California Department of Public Health-- https://simbli.eboardsolutions.com/SU/plusKghL3cnZRJOzDybcVsugA==
Website	GSBA-- https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==

Gross References	Description
0410	Nondiscrimination In District Programs And Activities-- https://simbli.eboardsolutions.com/SU/zaaeVHADPymJxTccxwR7xQ==
1330.1	Joint Use Agreements-- https://simbli.eboardsolutions.com/SU/sxabazONKedLZHVoWV2QcA==
1340	Access To District Records-- https://simbli.eboardsolutions.com/SU/tplusuDDACPtNHsKkoFjp3wUw==
1340	Access To District Records-- https://simbli.eboardsolutions.com/SU/uEjSjnuwrsdsVEquAPLRQ==
1400	Relations Between Other Governmental Agencies And The Schools-- https://simbli.eboardsolutions.com/SU/P0tHXSYOMhyslshJdrPRJel9g==
3514	Environmental Safety-- https://simbli.eboardsolutions.com/SU/nTYuxnLzFCCKy3ltwOFg1g==
3514	Environmental Safety-- https://simbli.eboardsolutions.com/SU/G4YMRIwzayT8Nq2JWpUUMw==
3553	Free And Reduced Price Meals-- https://simbli.eboardsolutions.com/SU/wplus0XoSBZy56Lzave8Wof1g==
3553	Free And Reduced Price Meals-- https://simbli.eboardsolutions.com/SU/q5rOslsh15fMRgkH2qFv2zl8A==

- 4119.41 ~~Employees With Infectious Disease~~--
<https://simbli.eboardsolutions.com/SU/tWLbslshoiN3g1gi9wJWouT7Q==>
- 4119.43 ~~Universal Precautions~~--
<https://simbli.eboardsolutions.com/SU/kHslshF6r8agaw2Cd9X694R ew==>
- 4119.43 ~~Universal Precautions~~--
<https://simbli.eboardsolutions.com/SU/BAu5NzYFGqXatN6NQMGK ug==>
- 4157 ~~Employee Safety~~--
<https://simbli.eboardsolutions.com/SU/DRmL6slshwf2IX46hYGRmE y0w==>
- 4157 ~~Employee Safety~~--
<https://simbli.eboardsolutions.com/SU/hM1R0OaslshvqgAT1v9JUJ uyQ==>
- 4219.41 ~~Employees With Infectious Disease~~--
<https://simbli.eboardsolutions.com/SU/i7slshs2reTt93slshsCyVZP4 slsh8w==>
- 4219.43 ~~Universal Precautions~~--
<https://simbli.eboardsolutions.com/SU/wh0rpv5X3ryKMrEJQIWdxg ==>

4219.4 3	Universal Precautions -- <a href="https://simbli.eboardsolutions.com/SU/jcxtWAtt5luJibYnlcTYslshg=
=
=">https://simbli.eboardsolutions.com/SU/jcxtWAtt5luJibYnlcTYslshg= = ="
4231	Staff Development -- <a href="https://simbli.eboardsolutions.com/SU/dGr5iiEU3Y8BhNnT0r3e8w=
=
=">https://simbli.eboardsolutions.com/SU/dGr5iiEU3Y8BhNnT0r3e8w= = ="
4257	Employee Safety -- <a href="https://simbli.eboardsolutions.com/SU/Qjm6Fslshs0te11Hzk2TYplu
sxMQ==">https://simbli.eboardsolutions.com/SU/Qjm6Fslshs0te11Hzk2TYplu sxMQ==
4257	Employee Safety -- <a href="https://simbli.eboardsolutions.com/SU/cx1172GAT2995YgdplusneQ
Mw==">https://simbli.eboardsolutions.com/SU/cx1172GAT2995YgdplusneQ Mw==
4319.41	Employees With Infectious Disease -- <a href="https://simbli.eboardsolutions.com/SU/ehnfRW5KvzI3XebOymCvpl
usg==">https://simbli.eboardsolutions.com/SU/ehnfRW5KvzI3XebOymCvpl usg==
4319.43	Universal Precautions -- <a href="https://simbli.eboardsolutions.com/SU/JnplusQwslshGICZz3WAmw
0U4zlw==">https://simbli.eboardsolutions.com/SU/JnplusQwslshGICZz3WAmw 0U4zlw==
4319.43	Universal Precautions -- <a href="https://simbli.eboardsolutions.com/SU/eRCxSsiLaFgmOqXqf6pUsls
hg==">https://simbli.eboardsolutions.com/SU/eRCxSsiLaFgmOqXqf6pUsls hg==
4357	Employee Safety -- <a href="https://simbli.eboardsolutions.com/SU/6cDSDHHvB29mTaliACBjH
Q==">https://simbli.eboardsolutions.com/SU/6cDSDHHvB29mTaliACBjH Q==
4357	Employee Safety -- <a href="https://simbli.eboardsolutions.com/SU/tewptRyFjTbdbP59eK4avQ=
=
=">https://simbli.eboardsolutions.com/SU/tewptRyFjTbdbP59eK4avQ= = ="
5022	Student And Family Privacy Rights -- <a href="https://simbli.eboardsolutions.com/SU/MLcvoQiddplusislsheDOs4
WexQ==">https://simbli.eboardsolutions.com/SU/MLcvoQiddplusislsheDOs4 WexQ==
5022	Student And Family Privacy Rights -- <a href="https://simbli.eboardsolutions.com/SU/in0VCHryU0twSrUEwhrDbA
==
=">https://simbli.eboardsolutions.com/SU/in0VCHryU0twSrUEwhrDbA == ="
5125	Student Records -- <a href="https://simbli.eboardsolutions.com/SU/S2xi2FplusvHt7WgWTzIvaQ
9w==">https://simbli.eboardsolutions.com/SU/S2xi2FplusvHt7WgWTzIvaQ 9w==
5125	Student Records -- <a href="https://simbli.eboardsolutions.com/SU/3GVaEj2MK5KrrmCtf1q8Qg
==
=">https://simbli.eboardsolutions.com/SU/3GVaEj2MK5KrrmCtf1q8Qg == ="
5131.6	Alcohol And Other Drugs -- <a href="https://simbli.eboardsolutions.com/SU/PmqhaJEGfnWszkplusLMnH
slshrQ==">https://simbli.eboardsolutions.com/SU/PmqhaJEGfnWszkplusLMnH slshrQ==
5131.6	Alcohol And Other Drugs -- <a href="https://simbli.eboardsolutions.com/SU/iU160zk2eMPG56IQ3cRV/kw
==
=">https://simbli.eboardsolutions.com/SU/iU160zk2eMPG56IQ3cRV/kw == ="
5131.62	Tobacco -- <a href="https://simbli.eboardsolutions.com/SU/sbrqsGWZhbaze8CbUWy
INQ==">https://simbli.eboardsolutions.com/SU/sbrqsGWZhbaze8CbUWy INQ==
5131.62	Tobacco -- <a href="https://simbli.eboardsolutions.com/SU/1CDJeXpgQawD0HLwYeQu
zA==">https://simbli.eboardsolutions.com/SU/1CDJeXpgQawD0HLwYeQu zA==
5131.63	Steroids -- https://simbli.eboardsolutions.com/SU/nefvt3DKdnGFtTfWzm0Pkg==
5131.63	Steroids --

<https://simbli.eboardsolutions.com/SU/QULI68UyGsXlRyKlaepfZg==>

- 5141 ~~Health Care And Emergencies~~ --
<https://simbli.eboardsolutions.com/SU/tjPIFgGNq3plusUxtJa7vaPng>
==
- 5141 ~~Health Care And Emergencies~~ --
<https://simbli.eboardsolutions.com/SU/27XL9v8xfIPALA5yQ2mHBw>
==
- 5141.21 ~~Administering Medication And Monitoring Health Conditions~~ --
<https://simbli.eboardsolutions.com/SU/Qc24WlpCiijePuSeyVERgQ>
==
- 5141.21 ~~Administering Medication And Monitoring Health Conditions~~ --
<https://simbli.eboardsolutions.com/SU/XylCklIKFTFVJ1mdaLedWQ>
==
- 5141.22 ~~Infectious Diseases~~ --
<https://simbli.eboardsolutions.com/SU/J0Yk6JrAQgrjMfYYt6W6TQ=>
=
- 5141.23 ~~Asthma Management~~ --
<https://simbli.eboardsolutions.com/SU/hKAq9wV6jXcZwfsIshxDfFQ==>
- 5141.23 ~~Asthma Management~~ --
<https://simbli.eboardsolutions.com/SU/7N2O4ZJopplusPVb2OhsIshakuKg==>

- 5141.24 ~~Specialized Health Care Services~~--
<https://simbli.eboardsolutions.com/SU/VqawdMEycU7Kzyw1z8rH1W==>
- 5141.3 ~~Health Examinations~~--
<https://simbli.eboardsolutions.com/SU/8dW647gZoOezLbslshplushAES7Q==>
- 5141.3 ~~Health Examinations~~--
<https://simbli.eboardsolutions.com/SU/QsAD0i11LCOPhZ0S9eIAog==>
- 5141.31 ~~Immunizations~~--
<https://simbli.eboardsolutions.com/SU/v0HDi0KXxbfoxP8711PMTA==>
- 5141.31 ~~Immunizations~~--
<https://simbli.eboardsolutions.com/SU/hhQaTwOID8zxJggQx6M28A==>
- 5141.32 ~~Health Screening For School Entry~~--
<https://simbli.eboardsolutions.com/SU/RFuFIHOTHzplusJAipn6JslshAA==>
- 5141.33 ~~Head Lice~~--
<https://simbli.eboardsolutions.com/SU/OBDCKemXxG45Rhlys6gnEg==>
- 5141.4 ~~Child Abuse Prevention And Reporting~~--
<https://simbli.eboardsolutions.com/SU/mCHucIMZ9oURZzGcd882slshg==>
- 5141.4 ~~Child Abuse Prevention And Reporting~~--
<https://simbli.eboardsolutions.com/SU/pngiBsCsQWmXQP0YIB5MW==>
- 5141.52 ~~Suicide Prevention~~--
<https://simbli.eboardsolutions.com/SU/RZdgMD0J40H3L1mcXyplusbslshA==>
- 5141.52 ~~Suicide Prevention~~--
<https://simbli.eboardsolutions.com/SU/CgtU7enoOwR3alaw9Gxo8W==>
- 5141.7 ~~Sun Safety~~--
<https://simbli.eboardsolutions.com/SU/vaXfHIG0eW9u41yH0HD6ZA==>
- 5143 ~~Insurance~~--
<https://simbli.eboardsolutions.com/SU/chGiudWciEt8DP0mHg3tqw==>
- 5143 ~~Insurance~~--
<https://simbli.eboardsolutions.com/SU/0EvtPZZ6DAA9EQRez0plusJbw==>
- 5145.6 ~~Parent/Guardian Notifications~~--
<https://simbli.eboardsolutions.com/SU/hNgzIAtnfXX5clQzadPhnw==>
- 5145.6-E PDF(1) ~~Parent/Guardian Notifications~~--
<https://simbli.eboardsolutions.com/SU/MXLuazFmslshnc1y2uqAogY9Q==>
- 5146 ~~Married/Pregnant/Parenting Students~~--
<https://simbli.eboardsolutions.com/SU/YcO9b7ZPSY0gplusn5nnIFFgw==>
- 5146 ~~Married/Pregnant/Parenting Students~~--
<https://simbli.eboardsolutions.com/SU/eGC8MxMtiPp2gFD66nJdUg==>
- 5147 ~~Dropout Prevention~~--

- <https://simbli.eboardsolutions.com/SU/hxRRG94HV6kkc15slshZIKVCA==>
- 5148.3 ~~Preschool/Early Childhood Education--~~
<https://simbli.eboardsolutions.com/SU/Aj67dJ0qYtZYkaoMipmGWA==>
- 5148.3 ~~Preschool/Early Childhood Education--~~
<https://simbli.eboardsolutions.com/SU/MkaplusjTi8sBIVOXDmzplustNA==>
- 6145.2 ~~Athletic Competition--~~
<https://simbli.eboardsolutions.com/SU/drUrEnEOpzri1uTAAroQdA==>
- 6145.2 ~~Athletic Competition--~~
<https://simbli.eboardsolutions.com/SU/736Z8vHbVv-vZl8yKuc7uMg==>
- 6164.2 ~~Guidance/Counseling Services--~~
<https://simbli.eboardsolutions.com/SU/ftN6QdbSEZiHLzeBplus1Pf4A==>
- 6164.2 ~~Guidance/Counseling Services--~~
<https://simbli.eboardsolutions.com/SU/JWRTD1pluseNpGNplusbbgl suFYg==>

- 6164.5 Student Success Teams--
<https://simbli.eboardsolutions.com/SU/0YtcWHID24iyGtTxFZdKcg=>
 =
- 6164.5 Student Success Teams--
<https://simbli.eboardsolutions.com/SU/qiywY0tjpWa0M8DeIWuH1W==>
- 6171 Title I Programs--
<https://simbli.eboardsolutions.com/SU/ASTxBUsRO4MofC8iRBedlg==>
- 6171 Title I Programs--
<https://simbli.eboardsolutions.com/SU/G2ztdlslshj8CCVoJCbSihWJA==>
- 6173 Education For Homeless Children--
<https://simbli.eboardsolutions.com/SU/Qeh3IrpwC9COINdEFpoiBA==>
- 6173 Education For Homeless Children--
<https://simbli.eboardsolutions.com/SU/45j0dsdpluss9tdrkt9pFErFw==>
- 6173-E PDF(1) Education For Homeless Children--
<https://simbli.eboardsolutions.com/SU/QvGXdUmZplusf1BMoslshEBOJdslshw==>
- 6173-E PDF(2) Education For Homeless Children--
<https://simbli.eboardsolutions.com/SU/NHkG5UyunB2vvrp2pYPBeQ==>
- 6173.1 Education For Foster Youth--
<https://simbli.eboardsolutions.com/SU/Tbvm5PS1eB5wplus4vmoCkFZw==>
- 6173.1 Education For Foster Youth--
<https://simbli.eboardsolutions.com/SU/gToUldEvCYOLB7f7DQzbFQ==>
- 6175 Migrant Education Program--
<https://simbli.eboardsolutions.com/SU/qtWYvj2EX8EDu56Nyk7keA==>
- 6175 Migrant Education Program--
<https://simbli.eboardsolutions.com/SU/puuZcTPZX0LFZAvsAgLslshmq==>

Policy 5141.6: School Health Services

Status: ADOPTED

Original Adopted Date: 11/02/2011

The Board of Trustees recognizes that good physical and mental health is critical to a student's ability to learn and believes that all students should have access to comprehensive health services. The Board further recognizes that schools are uniquely positioned to increase health equity and to help ensure that all students have access to necessary health care services. The district may provide access to health services at or near district schools through the establishment of a school health center and/or mobile van(s) that serve multiple campuses, and may utilize telehealth as a deliver mechanism to increase access to health care services in schools.

The Board and the Superintendent or designee shall collaborate with local and state agencies and health care providers to assess the health needs of students in district schools and the community. Based on the results of this needs assessment and the availability of resources, the Superintendent or designee shall recommend for Board approval the types of health services to be provided by the district, including preventative programming and intervention strategies to address student's physical, mental, and behavioral health needs.

Board approval shall be required for any proposed use of district resources and facilities to support school health services. The Superintendent or designee shall identify funding opportunities available through grand programs, private foundations, and partnerships with local agencies and organizations.

The Board may prioritize school health services to schools serving students with the greatest need, including schools with medically underserved populations and/or a high percentage of low-income and uninsured children and youth.

School health services shall be provided under the supervision of a licensed health care professional. The Board may employ or contract with health care professionals or partner with community health centers to provide the services under the terms of a written contract or memorandum of understanding.

If a school nurse is employed by the school or district, the nurse shall be involved in planning and implementing the school health services as appropriate.

The Superintendent or designee shall coordinate the provision of school health services with other student wellness initiatives, including health education, nutrition and physical fitness programs, and other activities designed to create a healthy school environment. The Superintendent or designee shall encourage joint planning and regular communications among health services staff, district administrators, teachers, counselors, other staff, and parents/guardians.

To further encourage student access to health care services, the Superintendent or designee shall develop and implement outreach strategies to increase enrollment of eligible students from low- to moderate-income families in affordable, comprehensive state or federal health coverage programs and local health initiatives. Such strategies may include, but are not limited to, providing information about the Medi-Cal program on the application for free and reduced-price meals in accordance with law.

Consent and Confidentiality

The Superintendent or designee shall obtain written parent/guardian consent prior to providing services to a student, except when the student is authorized to consent to the service pursuant to Family Code 6920-6930, Health and Safety Code 124260, or other applicable law.

The Superintendent or designee shall maintain the confidentiality of student health records in accordance with law.

Payment/Reimbursement for Services

The Superintendent or designee may bill public and private insurance programs and other applicable

programs for reimbursement of services as appropriate. Services may be provided free of charge or on a sliding scale in accordance with law.

The district shall serve as a Medi-Cal provider to the extent feasible, comply with all related legal requirements, and seek reimbursement of costs to the extent allowed by law.

Program Evaluation

In order to continuously improve school health services, the Board shall evaluate the effectiveness of such services and the extent to which they continue to meet student needs.

The Superintendent or designee shall provide the Board with periodic reports that may include, but are not necessarily limited to, rates of participation in school health services; changes in student outcomes such as school attendance or achievement; measures of school climate; feedback from staff and participants regarding program accessibility and operations, including accessibility to low-income and linguistically and culturally diverse students and families; and program costs and revenues.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State

17 CCR 2950-2951
17 CCR 6800-6874

22 CCR 51009
22 CCR 51050-51192
22 CCR 51200
22 CCR 51231.2
22 CCR 51270

22 CCR 51304
22 CCR 51309

22 CCR 51323
22 CCR 51351
22 CCR 51360
22 CCR 51491
22 CCR 51535.5
Ed. Code 49073-49079
Ed. Code 49423.5
Ed. Code 49557.2-49558

Fam. Code 6920-6930
Gov. Code 95020
H&S Code 104830-104865

H&S Code 121020

H&S Code 123110
H&S Code 123115

H&S Code 123800-123995
H&S Code 124025-124110
H&S Code 124172-124174.6
H&S Code 124260
H&S Code 130300-130317
W&I Code 14059.5

Description

[Hearing tests](#)
[Child Health and Disability Prevention program; health assessments](#)
[Confidentiality](#)
[Definitions of Medi-Cal providers and services](#)
[Requirements for providers](#)
[Wheelchair van requirements](#)
[Local educational agency provider; conditions for participation](#)
[Limitations on specified benefits](#)
[Psychology, physical therapy, occupational therapy, speech pathology, audiological services](#)
[Medical transportation services](#)
[Targeted case management services](#)
[Local educational agency; types of services](#)
[Local educational agency eligibility for payment](#)
[Reimbursement to local educational agency providers](#)
Privacy of student records
Specialized physical health care services
Eligibility for free and reduced-price meals; sharing information with Medi-Cal
Consent by minor for medical treatment
Individualized family service plan
School-based application of fluoride or other tooth decay-inhibiting agent
HIV/AIDS testing and treatment; parental consent for minor under age 12
Minor's right to access health records
Limitation on parent/guardian access to minor's health records
California Children's Services Act
Child Health and Disability Prevention Program
Public School Health Center Support Program
Mental health services; consent by minors age 12 and older
Health Insurance Portability and Accountability Act (HIPAA)
Definition of "medically necessary"

W&I Code 14115	Medi-Cal claims process
W&I Code 14115.8	LEA Medi-Cal Billing Option; program guide
W&I Code 14124.90	Third-party health coverage
W&I Code 14132.06	Covered benefits; health services provided by local educational agencies
W&I Code 14132.47	Administrative claiming process and targeted case management
W&I Code 5961-5961.5	Children and Youth Behavioral Health Initiative Act
Federal	Description
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
42 CFR 431.300	Use and disclosure of information on Medicaid applicants and recipients
42 USC 1320c-9	Prohibition against disclosure of records
42 USC 1397aa-1397mm	State Children's Health Insurance Program
45 CFR 164.500-164.534	Privacy of individually identifiable health information
Management Resources	Description
CA Department of Health Care Services Publication	LEA Medi-Cal Billing Option Program Provider Manual, November 2021
CA Dept of Health Care Services Publication	Policy and Procedure Letter No. 23-004, February 2023
CA Dept of Health Care Services Publication	Policy and Procedure Letter No. 21-017R, December 2021
CA Dept of Health Care Services Publication	California School-Based Medi-Cal Administrative Activities Manual
CA Health and Human Services Publication	Children and Youth Behavioral Health Initiative, 2021
CA School-Based Health Alliance Publication	Documenting the Link Between School-Based Health Centers and Academic Success, May 2014
CA School-Based Health Alliance Publication	How to Fund Health Services in Your School District, September 2014
California Department of Education Publication	Health Education Framework for California Public Schools, Kindergarten Through Grade Twelve, May 2019
National Center For Youth Law Publication	Confidential Medical Release: Frequently Asked Questions from Schools and Districts, November 2015
US Dept of Health and Human Services Publication	Centers for Medicare & Medicaid Services Informational Bulletin, Information on School-Based Services in Medicaid: Funding, Documentation and Expanding Services, August 2022
US Dept of Health and Human Services Publication	Information on School-Based Services in Medicaid: Funding, Documentation and Expanding Services, August 18, 2022
Website	California Department of Health and Human Services
Website	CSBA District and County Office of Education Legal Services
Website	CSBA, Practi-Cal Program
Website	California School-Based Health Alliance
Website	Center for Health and Health Care in Schools
Website	Centers for Disease Control and Prevention, School Health Policies and Programs (SHPPS) Study
Website	Centers for Medicare and Medicaid Services
Website	California County Superintendents Educational Services Association
Website	National Center for Youth Law
Website	California School Nurses Organization
Website	California Department of Education, Health Services and School Nursing
Website	California Department of Health Care Services
Website	California Department of Public Health
Website	CSBA

Cross References

Code	Description
0470	COVID-19 Mitigation Plan
1330.1	Joint Use Agreements
1340	Access To District Records
1340	Access To District Records
1400	Relations Between Other Governmental Agencies And The Schools
3514	Environmental Safety
3514	Environmental Safety
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
4119.41	Employees With Infectious Disease
4119.43	Universal Precautions
4119.43	Universal Precautions
4157	Employee Safety
4157	Employee Safety
4219.41	Employees With Infectious Disease
4219.43	Universal Precautions
4219.43	Universal Precautions
4231	Staff Development
4257	Employee Safety
4257	Employee Safety
4319.41	Employees With Infectious Disease
4319.43	Universal Precautions
4319.43	Universal Precautions
4357	Employee Safety
4357	Employee Safety
5022	Student And Family Privacy Rights
5022	Student And Family Privacy Rights
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5113.11	Attendance Supervision
5113.12	District School Attendance Review Board
5113.12	District School Attendance Review Board
5125	Student Records
5125	Student Records
5131.6	Alcohol And Other Drugs
5131.6	Alcohol And Other Drugs
5131.61	Drug Testing
5131.62	Tobacco
5131.62	Tobacco
5131.63	Steroids
5131.63	Steroids
5141	Health Care And Emergencies
5141	Health Care And Emergencies
5141.21	Administering Medication And Monitoring Health Conditions
5141.21	Administering Medication And Monitoring Health Conditions
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.23	Asthma Management
5141.23	Asthma Management
5141.24	Specialized Health Care Services
5141.25	Availability Of Condoms
5141.26	Tuberculosis Testing
5141.3	Health Examinations
5141.3	Health Examinations
5141.31	Immunizations
5141.31	Immunizations

5141.32	Health Screening For School Entry
5141.33	Head Lice
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5141.5	Mental Health
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5141.7	Sun Safety
5143	Insurance
5143	Insurance
5145.6	Parent/Guardian Notifications
5145.6	Parent/Guardian Notifications
5146	Married/Pregnant/Parenting Students
5147	Dropout Prevention
5148	Child Care And Development
5148	Child Care And Development
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6145.2	Athletic Competition
6145.2	Athletic Competition
6164.2	Guidance/Counseling Services
6164.5	Student Success Teams
6164.5	Student Success Teams
6171	Title I Programs
6171	Title I Programs
6173	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6173.4	Education For American Indian Students
6175	Migrant Education Program
6175	Migrant Education Program
6177	Summer Learning Programs
6184	Continuation Education
6184	Continuation Education

~~(cf. 5131.6 - Alcohol and Other Drugs)~~

~~(cf. 5131.61 - Drug Testing)~~

~~(cf. 5131.62 - Tobacco)~~

~~(cf. 5131.63 - Steroids)~~

~~(cf. 5141 - Health Care and Emergencies)~~

~~(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)~~

~~(cf. 5141.22 - Infectious Diseases)~~

~~(cf. 5141.23 - Asthma Management)~~

~~(cf. 5141.24 - Specialized Health Care Services)~~

~~(cf. 5141.25 – Availability of Condoms)~~

~~(cf. 5141.26 – Tuberculosis Testing)~~

~~(cf. 5141.3 – Health Examinations)~~

~~(cf. 5141.31 – Immunizations)~~

~~(cf. 5141.32 – Health Screening for School Entry)~~

~~(cf. 5141.33 – Head Lice)~~

~~(cf. 5141.4 – Child Abuse Prevention and Reporting)~~

~~(cf. 5141.52 – Suicide Prevention)~~

~~(cf. 6145.2 – Athletic Competition)~~

~~(cf. 6159 – Individualized Education Program)~~

~~(cf. 6164.6 – Identification and Education Under Section 504)~~

~~The Board may employ or contract with health care professionals or partner with community health centers to provide the services under the terms of a written contract or memorandum of understanding.~~

~~(cf. 1020 – Youth Services)~~

~~(cf. 3312 – Contracts)~~

~~Board approval shall be required for any proposed use of district resources and facilities to support school health services. The Superintendent or designee shall identify funding opportunities available through grant programs, private foundations, and partnerships with local agencies and organizations.~~

(cf. 1260 - Educational Foundation)

(cf. 3100 - Budget)

(cf. 7000 - Facilities Master Plan)

The Superintendent or designee shall coordinate the provision of school health services with other student wellness initiatives, including health education, programs that address nutrition and physical fitness, and other activities designed to create a healthy school environment. The Superintendent or designee shall encourage joint planning and regular communications among health services staff, district administrators, teachers, counselors, other staff, and parents/guardians.

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 5030 - Student Wellness)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6164.2 - Counseling/Guidance Services)

Consent and Confidentiality

The Superintendent or designee shall obtain written parent/guardian consent prior to providing services to a student, except when the student is authorized to consent to the service pursuant to Family Code 6920-6929 or other applicable laws.

The Superintendent or designee shall maintain the confidentiality of student health records in accordance with law.

(cf. 5125 - Student Records)

Payment/Reimbursement for Services

The Board desires that costs not be a barrier to student access to services. Services may be provided free of charge or on a sliding scale in accordance with law.

The Superintendent or designee shall establish procedures for billing public and private insurance programs and other applicable programs for reimbursement of services as appropriate.

(cf. 5143 - Insurance)

The district shall serve as a Medi-Cal provider to the extent feasible, comply with all related legal requirements, and seek reimbursement of costs to the extent allowed by law.

To further encourage student access to health care services, the Superintendent or designee shall develop and implement strategies to assist in outreach and enrollment of eligible students from low- to moderate-income families in affordable, comprehensive state or federal health coverage programs and local health initiatives. Such strategies may include, but not be limited to, providing information about the Medi-Cal program on the application for free and reduced-price meals in accordance with law and providing students and parents/guardians with information about the low-cost Healthy Families insurance program.

(cf. 3553 - Free and Reduced Price Meals)

Program Evaluation

In order to continuously improve school health services, the Board shall evaluate the effectiveness of such services and the extent to which they continue to meet student needs.

The Superintendent or designee shall provide the Board with periodic reports that may include, but not necessarily be limited to, rates of participation in school health services; changes in student outcomes such as school attendance or achievement; feedback from staff and participants regarding program accessibility and operations, including accessibility to low-income and linguistically and culturally diverse students and families; and program costs and revenues.

(cf. 0500 - Accountability)

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References	Description
17 CCR 2950-2951	Hearing tests - https://simbli.eboardsolutions.com/SU/MedMEQ0Cedro066RKeINDw==
17 CCR 6800-6874	Child Health and Disability Prevention program; health assessments - https://simbli.eboardsolutions.com/SU/2HhexRytdgKqeiq665fqEA==
22 CCR 51009	Confidentiality - https://simbli.eboardsolutions.com/SU/9Ra0oplusgjqEw5FSRj1Y5RhA==
22 CCR 51050-51192	Definitions of Medi-Cal providers and services - https://simbli.eboardsolutions.com/SU/kERMLu1VDplusslsh6dzkpludMzUGA==
22 CCR 51200	Requirements for providers - https://simbli.eboardsolutions.com/SU/UQIfaxnRXavxH1iMhK5Bag==
22 CCR 51231.2	Wheelchair van requirements - https://simbli.eboardsolutions.com/SU/fgh9KlxZffbAsAxo4fcDhw==
22 CCR 51270	Local educational agency provider; conditions for participation - https://simbli.eboardsolutions.com/SU/CTr6GAXoy397Rj4nqkFcBQ==
22 CCR 51304	Limitations on specified benefits - https://simbli.eboardsolutions.com/SU/gKXAjwbtKM1ehmlveDLslshXA==
22 CCR 51309	Psychology, physical therapy, occupational therapy, speech pathology, audiological services - https://simbli.eboardsolutions.com/SU/Jplus00slshwAaSlmYc9rToHXjA==
22 CCR 51323	Medical transportation services - https://simbli.eboardsolutions.com/SU/MDftOcw3WyrZzEFcZXBmQ==
22 CCR 51351	Targeted case management services - https://simbli.eboardsolutions.com/SU/SAkqqpXGRCDSus29fCRGTA==
22 CCR 51360	Local educational agency; types of services - https://simbli.eboardsolutions.com/SU/zR8yhQ2FqNMBzTSHcLlLWg==
22 CCR 51491	Local educational agency eligibility for payment - https://simbli.eboardsolutions.com/SU/fpUUVd1fR7XY4ikyPUdSVw==
22 CCR 51535.5	Reimbursement to local educational agency providers - https://simbli.eboardsolutions.com/SU/Xtj3eVKpmdCQ86slshGoiFFA==
Ed. Code 49073-49079	Privacy of student records - https://simbli.eboardsolutions.com/SU/7w3ITz5N0pl8FxFYHEmjcg==
Ed. Code 49423.5	Specialized physical health care services - https://simbli.eboardsolutions.com/SU/L0igvSo5mEInt0KPZsplusc0Q==
Ed. Code 49557.2-49558	Eligibility for free and reduced-price meals; sharing information with Medi-Cal - https://simbli.eboardsolutions.com/SU/apYfkshvfKaT8ryTPutYcW==
Fam. Code 6920-6930	Consent by minor for medical treatment - https://simbli.eboardsolutions.com/SU/2D2IN8VKrMt7jVdYwJ1aWA==
Gov. Code 95020	Individualized family service plan - https://simbli.eboardsolutions.com/SU/b7Bntu3G7u9NnB0BOTqUUA==
H&S Code 104830-104865	School-based application of fluoride or other tooth decay-inhibiting agent - https://simbli.eboardsolutions.com/SU/wUMx41l85WwiOslshBFSWJm8w==
H&S Code 121020	HIV/AIDS testing and treatment; parental consent for minor under age 12 - https://simbli.eboardsolutions.com/SU/Z4rsWlu9eGVfnBPGF6MIKA==
H&S Code 123110	Minor's right to access health records - https://simbli.eboardsolutions.com/SU/i8PW0EdRzv8jMoH51K3q7A==

H&S Code 123115	Limitation on parent/guardian access to minor's health records - https://simbli.eboardsolutions.com/SU/vkoslshKyhVxThhqoBDCKznQ==
H&S Code 123800-123995	California Children's Services Act - https://simbli.eboardsolutions.com/SU/oRsfYclzXRxToah0YVbNcA==
H&S Code 124025-124110	Child Health and Disability Prevention Program - https://simbli.eboardsolutions.com/SU/L9HOoCdNF6OLmwKrjEjiQ==
H&S Code 124172-124174.6	Public School Health Center Support Program - https://simbli.eboardsolutions.com/SU/UiWhRk3Dplusb6dePxZuDu0oQ==
H&S Code 124260	Mental health services; consent by minors age 12 and older - https://simbli.eboardsolutions.com/SU/IVzTry4v3xqHaOX42MB0zw==
H&S Code 130300-130317	Health Insurance Portability and Accountability Act (HIPAA)
W&I Code 14059.5	Definition of "medically necessary" - https://simbli.eboardsolutions.com/SU/NMJswpgplusptyKRrVPkZpLslshQ==
W&I Code 14115	Medi-Cal claims process - https://simbli.eboardsolutions.com/SU/FtggfcAzVlkv64OqMyvyNg==
W&I Code 14115.8	LEA Medi-Cal Billing Option; program guide - https://simbli.eboardsolutions.com/SU/N8rhZHRaa1KdAhOmQXxhVw==
W&I Code 14124.90	Third-party health coverage - https://simbli.eboardsolutions.com/SU/6PYeuATWcPdYnPcsTYkAUw==
W&I Code 14132.06	Covered benefits; health services provided by local educational agencies - https://simbli.eboardsolutions.com/SU/US4ZV1v4hDplus3HszfZk2teg==
W&I Code 14132.47	Administrative claiming process and targeted case management - https://simbli.eboardsolutions.com/SU/slshu5xkSQ1HwQLRjF5batDlw==
W&I Code 5961-5961.5	Children and Youth Behavioral Health Initiative Act

Federal References

	Description
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
42 CFR 431.300	Use and disclosure of information on Medicaid applicants and recipients
42 USC 1320c-9	Prohibition against disclosure of records
42 USC 1397aa-1397mm	State Children's Health Insurance Program
45 CFR 164.500-164.534	Privacy of individually identifiable health information

Management Resources References

	Description
CA Department of Health Care Services Publication	LEA Medi-Cal Billing Option Program Provider Manual, November 2021 - https://simbli.eboardsolutions.com/SU/QOfp2pEslshD4aDoKM2QJ1t8g==
CA Dept of Health Care Services Publication	Policy and Procedure Letter No. 23-004, February 2023 - https://simbli.eboardsolutions.com/SU/lk2u2XTgK02Uk3z7XV2WqA==
CA Dept of Health Care Services Publication	Policy and Procedure Letter No. 21-017R, December 2021 - https://simbli.eboardsolutions.com/SU/ShaD7PfAmslshoWeplusec1VMAtA==
CA Dept of Health Care Services Publication	California School-Based Medi-Cal Administrative Activities Manual - https://simbli.eboardsolutions.com/SU/oYdd8QEplus0LrFh9A1ACiynQ==
CA Health and Human Services Publication	Children and Youth Behavioral Health Initiative, 2021 - https://simbli.eboardsolutions.com/SU/SQUS0zuWPAYGjpMSimryyg==
CA School-Based Health Alliance Publication	Documenting the Link Between School-Based Health Centers and Academic Success, May 2014
CA School-Based Health Alliance Publication	How to Fund Health Services in Your School District, September 2014
California Department of Education Publication	Health Education Framework for California Public Schools, Kindergarten Through Grade Twelve, May 2019

National Center For Youth Law Publication	Confidential Medical Release: Frequently Asked Questions from Schools and Districts, November 2015
US Dept of Health and Human Services Publication	Centers for Medicare & Medicaid Services Informational Bulletin, Information on School-Based Services in Medicaid: Funding, Documentation and Expanding Services, August 2022 - https://simbli.eboardsolutions.com/SU/e1AEPRkiYJiEMndI3IzjKA==
US Dept of Health and Human Services Publication	Information on School-Based Services in Medicaid: Funding, Documentation and Expanding Services, August 18, 2022 - https://simbli.eboardsolutions.com/SU/e1AEPRkiYJiEMndI3IzjKA==
Website	California Department of Health and Human Services - https://simbli.eboardsolutions.com/SU/RfFicuDfqiXyFvHULovPg==
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDsIshXk6R5akQ==
Website	CSBA, Practi-Cal Program - https://simbli.eboardsolutions.com/SU/osj9cVthno059t2BlfslshzHw==
Website	California School-Based Health Alliance - https://simbli.eboardsolutions.com/SU/AP2woR1fGSOsIlnWDENoA==
Website	Center for Health and Health Care in Schools - https://simbli.eboardsolutions.com/SU/IUBge93PEmHaWbbZteiquw==
Website	Centers for Disease Control and Prevention, School Health Policies and Programs (SHPPS) Study - https://simbli.eboardsolutions.com/SU/MKXplusroVsDAAUy5fMmloplusng==
Website	Centers for Medicare and Medicaid Services - https://simbli.eboardsolutions.com/SU/8cHplusWPwuermDuW0plusvzXfvw==
Website	National Center for Youth Law - https://simbli.eboardsolutions.com/SU/rWqbVi1x2WCuGlcphMslsh2yQ==
Website	California School Nurses Organization - https://simbli.eboardsolutions.com/SU/y9UnslshTdDn6hY1DMTl3f6eQ==
Website	California County Superintendents - https://simbli.eboardsolutions.com/SU/Wyr1WplusZPL9SDth52IMoLrg==
Website	California Department of Education, Health Services and School Nursing - https://simbli.eboardsolutions.com/SU/8gslshmouplus2E8Rmx2avRDQPXw==
Website	California Department of Health Care Services - https://simbli.eboardsolutions.com/SU/sIshcbdN8s1sIshplus8ePOCd4fpQ7Q==
Website	California Department of Public Health - https://simbli.eboardsolutions.com/SU/plusKghL3cnZRJOzDybcVsugA==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==

Cross References

Description

0410	Nondiscrimination In District Programs And Activities - https://simbli.eboardsolutions.com/SU/zaaevHADPymJxTccxwR7xQ==
1330.1	Joint Use Agreements - https://simbli.eboardsolutions.com/SU/sxabazONKoDLZHVoWV2QcA==
1340	Access To District Records - https://simbli.eboardsolutions.com/SU/tplusuDDACPtNHsKkoFjp3wUw==
1340	Access To District Records - https://simbli.eboardsolutions.com/SU/uEjSjnuwrsdsVEquAPLRQ==
1400	Relations Between Other Governmental Agencies And The Schools - https://simbli.eboardsolutions.com/SU/P0tHXSyOMhysIshJdrPRJel9g==
3514	Environmental Safety - https://simbli.eboardsolutions.com/SU/nTYuxnLzFCCKy3ltwOFg1g==

3514	Environmental Safety - https://simbli.eboardsolutions.com/SU/G4YMRlwzayT8Nq2JWpUUMw==
3553	Free And Reduced Price Meals - https://simbli.eboardsolutions.com/SU/wplus0XoSBZy56Lzave8Wof1g==
3553	Free And Reduced Price Meals - https://simbli.eboardsolutions.com/SU/q5rOslsh15fMRgkH2qFv2zI8A==
4119.41	Employees With Infectious Disease - https://simbli.eboardsolutions.com/SU/tWLbslshoiN3g1qi9wJWuT7Q==
4119.43	Universal Precautions - https://simbli.eboardsolutions.com/SU/kHslshF6r8aqaw2Cd9X694Rew==
4119.43	Universal Precautions - https://simbli.eboardsolutions.com/SU/BAu5NzYFGqXatN6NQMGKug==
4157	Employee Safety - https://simbli.eboardsolutions.com/SU/DRmL6slshwf2IX46hYGRmEy0w==
4157	Employee Safety - https://simbli.eboardsolutions.com/SU/hM1R0OaslshvqgAT1v9JUJuyQ==
4219.41	Employees With Infectious Disease - https://simbli.eboardsolutions.com/SU/i7slshs2reTt93slshsCyVZP4slsh8w==
4219.43	Universal Precautions - https://simbli.eboardsolutions.com/SU/wh0rpv5X3ryKMrEJQIWdxg==
4219.43	Universal Precautions - https://simbli.eboardsolutions.com/SU/jcxtWAtt5luJjbYnlcTYslshg==
4231	Staff Development - https://simbli.eboardsolutions.com/SU/dGr5iiEU3Y8BhNnT0r3e8w==
4257	Employee Safety - https://simbli.eboardsolutions.com/SU/Qjm6Fslshs0te11Hzk2TYplusxMQ==
4257	Employee Safety - https://simbli.eboardsolutions.com/SU/cx1I72GAT2995YqdplusneQMw==
4319.41	Employees With Infectious Disease - https://simbli.eboardsolutions.com/SU/ehnfRW5KvzI3XebOymCvplusg==
4319.43	Universal Precautions - https://simbli.eboardsolutions.com/SU/JnplusQwslshGICZz3WAmw0U4zlw==
4319.43	Universal Precautions - https://simbli.eboardsolutions.com/SU/eRCxSsiLaFgmOqXqf6pUslshg==
4357	Employee Safety - https://simbli.eboardsolutions.com/SU/6cDSDHHvB29mTaliACBjHQ==
4357	Employee Safety - https://simbli.eboardsolutions.com/SU/tewptRyFjTbdbP59eK4avQ==
5022	Student And Family Privacy Rights - https://simbli.eboardsolutions.com/SU/MLcvoQjddplusjslsherDOs4WexQ==
5022	Student And Family Privacy Rights - https://simbli.eboardsolutions.com/SU/in0VCHryU0twSrUEwhrDbA==
5125	Student Records - https://simbli.eboardsolutions.com/SU/S2xi2FplusvHt7WgWTzIvaQ9w==
5125	Student Records - https://simbli.eboardsolutions.com/SU/3GVaEj2MK5KrrmCtf1q8Qg==
5131.6	Alcohol And Other Drugs - https://simbli.eboardsolutions.com/SU/PmqhaJEGfnWszkplusLMnHslshRQ==
5131.6	Alcohol And Other Drugs - https://simbli.eboardsolutions.com/SU/iU160zk2oMPG56IQ3cRVkw==

5131.62	Tobacco - https://simbli.eboardsolutions.com/SU/sbrqsGWZhbaze8CbUWyINQ==
5131.62	Tobacco - https://simbli.eboardsolutions.com/SU/1CDJeXpgQawD0HLwYeQuzA==
5131.63	Steroids - https://simbli.eboardsolutions.com/SU/nefv3DKdnGFtFWzm0Pkg==
5131.63	Steroids - https://simbli.eboardsolutions.com/SU/QULI68UyGsXIRyKlaepfZg==
5141	Health Care And Emergencies - https://simbli.eboardsolutions.com/SU/tjPIFgGNq3plusUxtJa7vaPng==
5141	Health Care And Emergencies - https://simbli.eboardsolutions.com/SU/27XL9v8xfIPALA5yQ2mHBw==
5141.21	Administering Medication And Monitoring Health Conditions - https://simbli.eboardsolutions.com/SU/Qc24WlpCiijePuSeyVERgQ==
5141.21	Administering Medication And Monitoring Health Conditions - https://simbli.eboardsolutions.com/SU/XylCkIKFTFVJ1mdaLedWQ==
5141.22	Infectious Diseases - https://simbli.eboardsolutions.com/SU/J0Yk6JrAQgrjMfYYt6W6TQ==
5141.23	Asthma Management - https://simbli.eboardsolutions.com/SU/hKAq9wVV6jXcZwzslshxDfFQ==
5141.23	Asthma Management - https://simbli.eboardsolutions.com/SU/7N2O4ZJopplusPVb2OhsIshakuKg==
5141.24	Specialized Health Care Services - https://simbli.eboardsolutions.com/SU/VqawdMEycU7Kzyw1z8rH1w==
5141.3	Health Examinations - https://simbli.eboardsolutions.com/SU/8dW647gZoOezLbsIshplushAES7Q==
5141.3	Health Examinations - https://simbli.eboardsolutions.com/SU/QsAD0i11LCOPhZ0S9elAog==
5141.31	Immunizations - https://simbli.eboardsolutions.com/SU/v0HDI0KXxbfoxP8711PMTA==
5141.31	Immunizations - https://simbli.eboardsolutions.com/SU/hhQaTwOID8zxJggQx6M28A==
5141.32	Health Screening For School Entry - https://simbli.eboardsolutions.com/SU/RFuFIHOTHzplusJAlpn6JslshAA==
5141.33	Head Lice - https://simbli.eboardsolutions.com/SU/OBDCKemXxG45Rhly6qnEg==
5141.4	Child Abuse Prevention And Reporting - https://simbli.eboardsolutions.com/SU/mCHuclMZ9oURZzGcd882slshg==
5141.4	Child Abuse Prevention And Reporting - https://simbli.eboardsolutions.com/SU/pngiBsCsQWrMXQP0YIB5Mw==
5141.52	Suicide Prevention - https://simbli.eboardsolutions.com/SU/RZdgMD0J40H3L1mcXyplusbslshA==
5141.52	Suicide Prevention - https://simbli.eboardsolutions.com/SU/CgtU7enoOwR3alaw9Gxo8w==
5141.7	Sun Safety - https://simbli.eboardsolutions.com/SU/vaXfHIG0eW9u41yH0HD6ZA==
5143	Insurance - https://simbli.eboardsolutions.com/SU/chGiudWciEt8DP0mHq3tqw==
5143	Insurance - https://simbli.eboardsolutions.com/SU/0EvtPZZ6DAA9EQRrez0plusJbw==
5145.6	Parent/Guardian Notifications - https://simbli.eboardsolutions.com/SU/hNgzIAtnfXX5clQzadPhnw==

5145.6-E PDF(1)	Parent/Guardian Notifications - https://simbli.eboardsolutions.com/SU/MXLuazFmslshnc1y2uqAoqY9Q==
5146	Married/Pregnant/Parenting Students - https://simbli.eboardsolutions.com/SU/YcO9b7ZPSY0gplusn5nnlFFqw==
5146	Married/Pregnant/Parenting Students - https://simbli.eboardsolutions.com/SU/eGC8MxMtiPp2gFD66nJdUg==
5147	Dropout Prevention - https://simbli.eboardsolutions.com/SU/hxRRG94HV6kkc15slshZIKVCA==
5148.3	Preschool/Early Childhood Education - https://simbli.eboardsolutions.com/SU/Aj67dJ0qYtZYkaoMjpmGWA==
5148.3	Preschool/Early Childhood Education - https://simbli.eboardsolutions.com/SU/MkaplusjTi8sBIVOXDmzplusstNA==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/drUrEnEOpzri1uTAAroQdA==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/736Z8vHbVVvZl8yKuc7uMg==
6164.2	Guidance/Counseling Services - https://simbli.eboardsolutions.com/SU/ftN6QdbSEZiHLzeBplus1Pf4A==
6164.2	Guidance/Counseling Services - https://simbli.eboardsolutions.com/SU/JWRTD1plusoNpGNplusbbgluFYg==
6164.5	Student Success Teams - https://simbli.eboardsolutions.com/SU/0YtcWHID24iyGtTxFzdKcg==
6164.5	Student Success Teams - https://simbli.eboardsolutions.com/SU/qjywY0tjpWa0M8DeIWuH1w==
6171	Title I Programs - https://simbli.eboardsolutions.com/SU/ASTxBUsRO4MofC8jRBedlg==
6171	Title I Programs - https://simbli.eboardsolutions.com/SU/G2ztdlslshj8CCVoJCbSihWJA==
6173	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/Qeh3lrpwC9COINdEFpojBA==
6173	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/45j0dsdpluss9tdrkt9pFErFw==
6173-E PDF(1)	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/QvGXdUmZplusfIBMoslshEBOJDslshw==
6173-E PDF(2)	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/NHkG5UyunB2vvrp2pYPBeQ==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/Tbvm5PS1eB5wplus4vmoCkFZw==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/qToUIdEvCYOLB7f7DQzbFQ==
6175	Migrant Education Program - https://simbli.eboardsolutions.com/SU/qtWYvj2EX8EDu56Nyk7keA==
6175	Migrant Education Program - https://simbli.eboardsolutions.com/SU/puuZcTPZX0LFZAvsAqLslshMQ==

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: March 06, 2024

Agenda Section: Section F: Board Policies, First Reading

First Reading to BP5145.6 and Exhibit 5145.6-E PDF (1) Parent/Guardian Notification (Fox/Nocero)

The BP5145.6 and Exhibit 5145.6-E PDF (1) Parent/Guardian Notification have been updated based on recommendations by CSBA (California School Board Association). The new Language is Highlighted. Deleted language is indicated by strikethrough. Board Policies will be presented for a second reading and adoption at the March 20, 2024, Board Meeting.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, and Director of Pupil Services that the Board of Trustees receive the BP5145.6 and Exhibit 5145.6-E PDF (1) Parent/Guardian Notification as the first reading as presented.

ADDITIONAL MATERIALS:

Attached: [BP 5145.6 ParentGuardian Notifications\(31 pgs\) .pdf](#)

[Exhibit \(PDF\) 5145.6-E PDF\(1\) ParentGuardian Notifications\(40 pgs\).pdf](#)

Policy 5145.6: Parent/Guardian Notifications

Status: ADOPTED

Original Adopted Date: 11/02/2011

The Board of Trustees desires to promote effective communication between the school and the home and to keep parents/guardians informed regarding educational programs, school operations, and the legal rights of students and their parents/guardians. ~~recognizes that notifications are essential to effective communication between the school and the home. The Superintendent or designee shall send students and parents/guardians all notifications required by law, including notifications about their legal rights, and any other notifications he/she believes will promote parental understanding and involvement.~~

~~(cf. 5020 – Parent Rights and Responsibilities) (cf. 5022 – Student and Family Privacy Rights) (cf. 6020 – Parent Involvement)~~

Notice of rights and responsibilities of parents/guardians as specified in Education Code 48980 shall be sent at the beginning of each academic year and may be provided by regular mail, in electronic form when so requested by the parent/guardian or by any other method normally used by the district for written communication with parents/guardians. (Education Code 48981).

No activity specified in Education Code 48980 shall be undertaken with respect to any particular student unless the student's parent/guardian has been informed of such action through the annual notification or other separate special notification. Such notice shall state the activity that will be undertaken and the approximate date on which the activity will occur. (Education Code 48983-48984)

The annual notification shall include a request that the parent/guardian sign the notice and return it to the school or, if the notice is provided in electronic format, that the parent/guardian submit a signed acknowledgement of receipt of the notice to the school. The parent/guardian's signature is an acknowledgment of receipt of the information but does not indicate that consent to participate in any particular program has been given or withheld. (Education Code 48982). ~~The Superintendent or designee shall ensure that notifications which must be sent at the beginning of each academic year include a request that the parent/guardian sign the notice and return it to the school. (Education Code 48981, 48982)~~

Whenever a student enrolls in a district school during the school year, the student's parents/guardians shall be given all required parental notifications at that time.

Notifications shall be presented in an understandable and uniform format and, to the extent practicable, in a language that parents/guardians can understand.

When necessary, the district shall provide notifications to qualified individuals with disabilities in alternative formats, such as braille, large front, or audio recordings, to enable such individuals to effectively participate in any program, service, or activity, as required by law.

Whenever 15 percent or more of the students enrolled in a district school speak a single primary language other than English, as determined from the California Department of Education census data collected pursuant to Education Code 52164, all notices sent to the parent/guardian of any such student shall, in addition to being written in English, be written in the primary language, and may be responded to either in English or the primary language. (Education Code 48981, 48985)

~~Notifications to parents/guardians shall be written both in English and in the family's primary language when so required by law.~~ Whenever an employee learns that a student's parent/guardian is for any reason unable to understand the district's printed notifications, the principal or designee shall work with the parent/guardian to establish other appropriate means of communication.

(cf. 6174 - Education for English Language Learners)

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the

board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State

Ed. Code 48929

Description

Transfer of student convicted of violent felony or misdemeanor

Ed. Code 48980

Parent/Guardian notifications

Ed. Code 48980.3

Notification of pesticide use

Ed. Code 48981

Time and means of notification

Ed. Code 48982

Parent signature acknowledging receipt of notice

Ed. Code 48983

Contents of notice

Ed. Code 48984

Activities prohibited unless notice given

Ed. Code 48985

Notices to parents in language other than English

Ed. Code 48986

Safe storage of firearms

Ed. Code 48987

Child abuse information

Ed. Code 49013

Use of uniform complaint procedures for complaints regarding student fees

Ed. Code 49063

Notification of parental rights

Ed. Code 49067

Student evaluation; student in danger of failing course

Ed. Code 49068

Transfer of permanent enrollment and scholarship record

Ed. Code 49069

Absolute right to access

Ed. Code 49070

Challenging content of student record

Ed. Code 49073

Release of directory information

Ed. Code 49073.6

Student records; social media

Ed. Code 49076

Access to student records

Ed. Code 49077

Access to information concerning a student in compliance with court order

Ed. Code 49392

Threats of homicide at school

Ed. Code 49403

Cooperation in control of communicable disease and immunizations

Ed. Code 49423

Administration of prescribed medication for student

Ed. Code 49451

Physical examinations; parent's refusal to consent

Ed. Code 49452.5

Screening for scoliosis

Ed. Code 49452.6

Type 1 diabetes informational materials

Ed. Code 49452.7

Information on type 2 diabetes

Ed. Code 49452.8

Oral health assessment

Ed. Code 49455.5

Eye examination for purpose of eyeglasses

Ed. Code 49456

Results of vision or hearing test

Ed. Code 49471-49472

Insurance

Ed. Code 49475

Student athletes; concussions and head injuries

Ed. Code 49476

Student athletes; opioid fact sheet

Ed. Code 49480

Continuing medication regimen for nonepisodic conditions

Ed. Code 49510-49520

Duffy-Moscone Family Nutrition Education and Services Act of 1970

Ed. Code 49557.5

Child Hunger Prevention and Fair Treatment Act of 2017; notice of negative balance in meal account

Ed. Code 51225.1

Exemption from district graduation requirements

Ed. Code 51225.2

Course credits

Ed. Code 51225.3

High school graduation requirements

Ed. Code 51225.31

Graduation from high school; exemption for eligible students with special needs

Ed. Code 51225.8

Completion and submission of FAFSA and CADAA

Ed. Code 51229

Course of study for grades 7-12

Ed. Code 51513

Personal beliefs; privacy

Ed. Code 51749.5

Independent study

Ed. Code 51938

HIV/AIDS and sexual health instruction

Ed. Code 52062

Local control and accountability plans and the statewide system of support

Ed. Code 52164

Language census

Ed. Code 52164.1	Census-taking methods; determination of primary language; assessment of language skills
Ed. Code 52164.3	Reassessment of English learners; notification of results
Ed. Code 54444.2	Migrant education programs; parent involvement
Ed. Code 56301	Child-find system; policies regarding written notification rights
Ed. Code 56321	Special education: proposed assessment plan
Ed. Code 56321.5-56321.6	Notice of parent rights pertaining to special education
Ed. Code 56329	Written notice of right to findings; independent assessment
Ed. Code 56341.1	Development of individualized education program; right to audio record meeting
Ed. Code 56341.5	Individualized education program team meetings
Ed. Code 56343.5	Individualized education program meetings
Ed. Code 56521.1	Behavioral intervention
Ed. Code 58501	Alternative schools; notice required prior to establishment
Ed. Code 60615	Exemption from state assessment
Ed. Code 60641	California Assessment of Student Performance and Progress
Ed. Code 69432.9	Submission of grade point average to Cal Grant program
Ed. Code 8212	Complaints related to preschool health and safety issues
Ed. Code 8483	Before/after school program; enrollment priorities
Ed. Code 8489	Expulsion and suspension procedures in childcare and development services programs
Ed. Code 8489.1	Expulsion and suspension procedures in childcare and development services programs
H&S Code 104420	Tobacco use prevention
H&S Code 104855	Availability of topical fluoride treatment
H&S Code 116277	Lead testing of school drinking water
H&S Code 120365-120375	Immunizations
H&S Code 120440	Sharing immunization information
H&S Code 124100-124105	Health screening and immunizations
H&S Code 1596.8555	Administration of child day care licensing; posting license
H&S Code 1596.857	Right to enter child care facility
H&S Code 1597.16	Licensed child care centers; lead testing
Pen. Code 626.81	Notice of permission granted to sex offender to volunteer on campus
Pen. Code 627.5	Hearing request following denial or revocation of registration
W&I Code 10228	Child care providers; posting of rates, discounts, and scholarships
17 CCR 2950-2951	Hearing tests
17 CCR 6000-6075	School attendance immunization requirements
22 CCR 101218.1	Child care licensing; parent/guardian rights
5 CCR 11303	Reclassification of English learners
5 CCR 11511.5	English language proficiency assessment; test results
5 CCR 11523	Notice of proficiency examinations
5 CCR 17782	Notice of Action; application for services
5 CCR 17783	Notice of Action; recipient of services
5 CCR 18066	Child care policies regarding excused and unexcused absences
5 CCR 18094-18095	Notice of Action; child care services
5 CCR 18114	Notice of delinquent fees; child care services
5 CCR 18118-18119	Notice of Action; child care services
5 CCR 3052	Behavioral intervention
5 CCR 4622	Uniform complaint procedures
5 CCR 4631	Uniform complaint procedures; notification of decision and right to appeal
5 CCR 4917	Notification of sexual harassment policy
5 CCR 852	Exemptions from state assessments
5 CCR 863	Reports of state assessment results

Civ. Code 1798.29	District records; breach of security
Ed. Code 17288	Building standards for university campuses
Ed. Code 17612	Notification of pesticide use
Ed. Code 221.5	Equal opportunity
Ed. Code 231.5	Sexual harassment policy
Ed. Code 234.1	Student protections relating to discrimination, harassment, intimidation, and bullying
Ed. Code 234.7	Student protections relating to immigration and citizenship status
Ed. Code 262.3	Appeals for discrimination complaints; information regarding availability of civil remedies
Ed. Code 310	Language acquisition programs
Ed. Code 313	Reclassification of English learners; parental consultation
Ed. Code 313.2	Long-term English learner; notification
Ed. Code 32221.5	Insurance for athletic team members
Ed. Code 32255-32255.6	Student's right to refrain from harmful or destructive use of animals
Ed. Code 32390	Voluntary program for fingerprinting students
Ed. Code 33479-33479.9	The Eric Parades Sudden Cardiac Arrest Prevention Act
Ed. Code 33479.3	The Eric Paredes Sudden Cardiac Arrest Prevention Act
Ed. Code 35160.5	Extracurricular and cocurricular activities
Ed. Code 35178.4	Notice of accreditation status
Ed. Code 35182.5	Advertising in the classroom
Ed. Code 35183	School dress code; uniforms
Ed. Code 35186	Complaints concerning deficiencies in instructional materials and facilities
Ed. Code 35211	Driver training; district insurance, parent/guardian liability
Ed. Code 35256	School Accountability Report Card
Ed. Code 35258	School Accountability Report Card
Ed. Code 35291	Rules for student discipline
Ed. Code 35292.6	School maintenance
Ed. Code 37616	Consultation regarding year-round schedule
Ed. Code 39831.5	School bus rider rules and information
Ed. Code 440	English language proficiency assessment; instruction in English language development
Ed. Code 44050	Employee code of conduct; interaction with students
Ed. Code 44808.5	Permission to leave school grounds
Ed. Code 46010.1	Notice regarding excuse to obtain confidential medical services
Ed. Code 46014	Regulations regarding absences for religious purposes
Ed. Code 46162	Alternative schedule for junior high and high school; public hearing with notice
Ed. Code 46600-46611	Interdistrict attendance agreements
Ed. Code 48000	Minimum age of admission
Ed. Code 48070.5	Promotion and retention of students
Ed. Code 48204	Residency requirements
Ed. Code 48205	Absence for personal reasons
Ed. Code 48206.3	Students with temporary disabilities; individual instruction; definitions
Ed. Code 48207-48208	Students with temporary disabilities in hospitals
Ed. Code 48213	Prior notice of exclusion from attendance
Ed. Code 48216	Immunization and exclusion from attendance
Ed. Code 48260.5	Notice regarding truancy
Ed. Code 48262	Need for parent conference regarding truancy
Ed. Code 48263	Referral to school attendance review board or probation department
Ed. Code 48301	Interdistrict transfers
Ed. Code 48412	Certificate of proficiency

Ed. Code 48432.3	Voluntary enrollment in continuation education
Ed. Code 48432.5	Involuntary transfers of students
Ed. Code 48850-48859	Education of foster youth and homeless students
Ed. Code 48900.1	Parental attendance required after suspension
Ed. Code 48904	Liability of parent/guardian for willful student misconduct
Ed. Code 48904-48904.3	Withholding grades, diplomas, or transcripts
Ed. Code 48906	Notification of release of student to peace officer
Ed. Code 48911	Notification in case of suspension
Ed. Code 48911.1	Assignment to supervised suspension classroom
Ed. Code 48912	Closed sessions; consideration of suspension
Ed. Code 48915.1	Expelled students; enrollment in another district
Ed. Code 48916	Readmission procedures
Ed. Code 48918	Rules governing expulsion procedures
Federal	Description
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1232h	Privacy rights
20 USC 1415	Procedural safeguards
20 USC 6311	State plan
20 USC 6312	Local educational agency plan
20 USC 6318	Parent and family engagement
20 USC 7704	Impact Aid; policies and procedures related to children residing on Indian lands
20 USC 7908	Armed forces recruiter access to students
34 CFR 104.32	District responsibility to provide free appropriate public education
34 CFR 104.36	Procedural safeguards
34 CFR 104.8	Nondiscrimination
34 CFR 106.9	Severability
34 CFR 200.48	Teacher qualifications
34 CFR 222.94	Impact Aid; district responsibilities
34 CFR 300.300	Parent consent for special education evaluation
34 CFR 300.322	Parent participation in IEP team meetings
34 CFR 300.502	Independent educational evaluation of student with disability
34 CFR 300.503	Prior written notice regarding identification, evaluation, or placement of student with disability
34 CFR 300.504	Procedural safeguards notice for students with disabilities
34 CFR 300.508	Due process complaint
34 CFR 300.530	Discipline procedures
34 CFR 99.30	Disclosure of personally identifiable information
34 CFR 99.34	Student records; disclosure to other educational agencies
34 CFR 99.37	Disclosure of directory information
34 CFR 99.7	Student records; annual notification
40 CFR 763.84	Asbestos inspections, response actions and post-response actions
40 CFR 763.93	Asbestos management plans
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
42 USC 1758	Child nutrition programs
7 CFR 245.5	Eligibility criteria for free and reduced-price meals
7 CFR 245.6a	Verification of eligibility for free and reduced-price meals
Management Resources	Description
U.S. Department of Agriculture Publication	Civil Rights Compliance and Enforcement -- Nutrition Programs and Services, FNS Instruction 113-1, 2005
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Agriculture, Food and Nutrition Service
Cross References	
Code	Description
0410	Nondiscrimination In District Programs And Activities

0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0510	School Accountability Report Card
1240	Volunteer Assistance
1240	Volunteer Assistance
1312.3	Uniform Complaint Procedures
3231	Impact Aid
3260	Fees And Charges
3260	Fees And Charges
3312	Contracts
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3514	Environmental Safety
3514	Environmental Safety
3514.2	Integrated Pest Management
3515.5	Sex Offender Notification
3515.5	Sex Offender Notification
3517	Facilities Inspection
3517	Facilities Inspection
3543	Transportation Safety And Emergencies
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
3555	Nutrition Program Compliance
3555	Nutrition Program Compliance
3580	District Records
3580	District Records
4112.2	Certification
4112.2	Certification
4219.21	Professional Standards
4219.21	Professional Standards
4222	Teacher Aides/Paraprofessionals
4222	Teacher Aides/Paraprofessionals
4319.21	Professional Standards
4319.21	Professional Standards
5000	Concepts And Roles
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5022	Student And Family Privacy Rights
5022	Student And Family Privacy Rights
5030	Student Wellness
5111	Admission
5111	Admission
5111.1	District Residency
5111.1	District Residency
5112.2	Exclusions From Attendance
5112.5	Open/Closed Campus
5113	Absences And Excuses
5113	Absences And Excuses
5113.1	Chronic Absence And Truancy

5113.1	Chronic Absence And Truancy
5116.1	Intradistrict Open Enrollment
5116.1	Intradistrict Open Enrollment
5116.2	Involuntary Student Transfers
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5119	Students Expelled From Other Districts
5123	Promotion/Acceleration/Retention
5123	Promotion/Acceleration/Retention
5125	Student Records
5125	Student Records
5125.1	Release Of Directory Information
5125.1	Release Of Directory Information
5125.1	Release Of Directory Information
5125.2	Withholding Grades, Diploma Or Transcripts
5125.3	Challenging Student Records
5131.61	Drug Testing
5132	Dress And Grooming
5132	Dress And Grooming
5141.21	Administering Medication And Monitoring Health Conditions
5141.21	Administering Medication And Monitoring Health Conditions
5141.3	Health Examinations
5141.3	Health Examinations
5141.31	Immunizations
5141.31	Immunizations
5141.32	Health Screening For School Entry
5141.6	School Health Services
5141.6	School Health Services
5142.1	Identification And Reporting Of Missing Children
5143	Insurance
5143	Insurance
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5144.4	Required Parental Attendance
5144.4	Required Parental Attendance
5145.12	Search And Seizure
5145.12	Search And Seizure
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.7	Sexual Harassment
5145.7	Sexual Harassment
5145.8	Refusal To Harm Or Destroy Animals
5146	Married/Pregnant/Parenting Students
5148	Child Care And Development
5148	Child Care And Development
5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6020	Parent Involvement
6020	Parent Involvement
6111	School Calendar
6112	School Day
6112	School Day

6117	Year-Round Schedules
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.2	World Language Instruction
6142.2	World Language Instruction
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6143	Courses Of Study
6143	Courses Of Study
6145.2	Athletic Competition
6145.2	Athletic Competition
6146.1	High School Graduation Requirements
6146.11	Alternative Credits Toward Graduation
6146.11	Alternative Credits Toward Graduation
6146.2	Certificate Of Proficiency/High School Equivalency
6146.2	Certificate Of Proficiency/High School Equivalency
6146.2	Certificate Of Proficiency/High School Equivalency
6154	Homework/Makeup Work
6158	Independent Study
6158	Independent Study
6159	Individualized Education Program
6159	Individualized Education Program
6159.1	Procedural Safeguards And Complaints For Special Education
6159.1	Procedural Safeguards And Complaints For Special Education
6159.4	Behavioral Interventions For Special Education Students
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6162.8	Research
6162.8	Research
6164.2	Guidance/Counseling Services
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
6170.1	Transitional Kindergarten
6173	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6173.3	Education For Juvenile Court School Students
6173.4	Education For American Indian Students
6175	Migrant Education Program
6175	Migrant Education Program
6178	Career Technical Education
6178	Career Technical Education
6181	Alternative Schools/Programs Of Choice
6181	Alternative Schools/Programs Of Choice
6183	Home And Hospital Instruction
6184	Continuation Education
6184	Continuation Education
6190	Evaluation Of The Instructional Program
9310	Board Policies

~~Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.~~

State References	Description
17 CCR 2950-2951	Hearing tests -- https://simbli.eboardsolutions.com/SU/MedMEQ0Cedro066RKeI NDw==
17 CCR 6000-6075	School attendance immunization requirements -- https://simbli.eboardsolutions.com/SU/YzfyALHtH25cYebUH5ax 1Q==
22 CCR 101218.1	Child care licensing; parent/guardian rights -- https://simbli.eboardsolutions.com/SU/VEQ6dXCJt3negQoWI3H plusEA==
5 CCR 11303	Reclassification of English learners
5 CCR 11511.5	English language proficiency assessment; test results
5 CCR 11523	Notice of proficiency examinations
5 CCR 17782	Notice of Action; application for services
5 CCR 17783	Notice of Action; recipient of services
5 CCR 18066	Child care policies regarding excused and unexcused absences
5 CCR 18094-18095	Notice of Action; child care services
5 CCR 18114	Notice of delinquent fees; child care services
5 CCR 18118-18119	Notice of Action; child care services
5 CCR 3052	Behavioral intervention
5 CCR 4622	Uniform complaint procedures
5 CCR 4631	Uniform complaint procedures; notification of decision and right to appeal
5 CCR 4917	Notification of sexual harassment policy
5 CCR 852	Exemptions from state assessments
5 CCR 863	Reports of state assessment results

Civ. Code 1798.29	District records; breach of security -- https://simbli.eboardsolutions.com/SU/LBkkDX8OIBFu9JplusO9hdW9w==
Ed. Code 17288	Building standards for university campuses -- https://simbli.eboardsolutions.com/SU/gbcuOrA3fPPuYXdHu415LQ==
Ed. Code 17612	Notification of pesticide use -- https://simbli.eboardsolutions.com/SU/H5tr2sllxUTvYokVNC15GA==
Ed. Code 221.5	Equal opportunity -- https://simbli.eboardsolutions.com/SU/Lu2WCQkxslshJZj8CtR80BZWA==
Ed. Code 231.5	Sexual harassment policy -- https://simbli.eboardsolutions.com/SU/xc4N8izB3LAIHeKeL3Jdg==
Ed. Code 234.1	Student protections relating to discrimination, harassment, intimidation, and bullying -- https://simbli.eboardsolutions.com/SU/MRwsIWU5kFXiTOiSjZCnkA==
Ed. Code 234.7	Student protections relating to immigration and citizenship status -- https://simbli.eboardsolutions.com/SU/tYFq7Zw8Ckhuee1bkSS3cQ==
Ed. Code 262.3	Appeals for discrimination complaints; information regarding availability of civil remedies -- https://simbli.eboardsolutions.com/SU/pSBfAotE7m0LVngpKCM2vw==
Ed. Code 310	Language acquisition programs -- https://simbli.eboardsolutions.com/SU/dblZSwocKmh3eQUQ9VbOHQ==
Ed. Code 313	Reclassification of English learners; parental consultation -- https://simbli.eboardsolutions.com/SU/ooKplusHEjivr2kQeAg57bETA==
Ed. Code 313.2	Long-term English learner; notification -- https://simbli.eboardsolutions.com/SU/yUm1umUioA7FQNDs6iq22g==
Ed. Code 32221.5	Insurance for athletic team members -- https://simbli.eboardsolutions.com/SU/f2slshovMTd9Y5evZ0OxaoWgg==
Ed. Code 32255-32255.6	Student's right to refrain from harmful or destructive use of animals -- https://simbli.eboardsolutions.com/SU/IQawFqMXDezYGjGrWeY6lw==
Ed. Code 32390	Voluntary program for fingerprinting students -- https://simbli.eboardsolutions.com/SU/yQOnjSsz133vk4IjWni18w==
Ed. Code 33479-33479.9	The Eric Parades Sudden Cardiac Arrest Prevention Act -- https://simbli.eboardsolutions.com/SU/ALIQ3iERGX1NajjcmJDnaQ==
Ed. Code 33479.3	The Eric Paredes Sudden Cardiac Arrest Prevention Act -- https://simbli.eboardsolutions.com/SU/2SVBFhvw5zRpJAgFDIIFGA==
Ed. Code 35160.5	Extracurricular and cocurricular activities -- https://simbli.eboardsolutions.com/SU/T5wvD8YODaGaQmMjF

Ed. Code 35178.4	Q7XplusQ== Notice of accreditation status-- https://simbli.eboardsolutions.com/SU/0pW0Zka0lmebmimY89hVMg==
Ed. Code 35182.5	Advertising in the classroom-- https://simbli.eboardsolutions.com/SU/b1Cx8OTDYoo5teAWpluSUIkoQ==
Ed. Code 35183	School dress code; uniforms-- https://simbli.eboardsolutions.com/SU/xlbtfdOKOoWPrK64mIWYlw==
Ed. Code 35186	Complaints concerning deficiencies in instructional materials and facilities-- https://simbli.eboardsolutions.com/SU/MDiv2vFqYgd1u6vWMYFnhA==
Ed. Code 35211	Driver training; district insurance, parent/guardian liability-- https://simbli.eboardsolutions.com/SU/ixYNkYEdzGRmkSh3s65J0g==
Ed. Code 35256	School Accountability Report Card-- https://simbli.eboardsolutions.com/SU/cksIsh7slshLSGFmf4TUpIusHcm1yiw==
Ed. Code 35258	School Accountability Report Card-- https://simbli.eboardsolutions.com/SU/XpBEzfkV16CA5mk0f4jdmw==

Ed. Code 35291	Rules for student discipline-- https://simbli.eboardsolutions.com/SU/9APACQz6J0xxobjAYbTYaQ==
Ed. Code 35292.6	School maintenance
Ed. Code 37616	Consultation regarding year-round schedule-- https://simbli.eboardsolutions.com/SU/b8srVmtxJ9ILspkF1JrpluSGQ==
Ed. Code 39831.5	School bus rider rules and information-- https://simbli.eboardsolutions.com/SU/QnyslshLGAJplusWLFxwvWLN683A==
Ed. Code 440	English language proficiency assessment; instruction in English language development-- https://simbli.eboardsolutions.com/SU/LLA70T7CLVZvsBsou3Pm3Q==
Ed. Code 44050	Employee code of conduct; interaction with students-- https://simbli.eboardsolutions.com/SU/PNtpd4THa36YECTORI1Zplusg==
Ed. Code 44808.5	Permission to leave school grounds-- https://simbli.eboardsolutions.com/SU/kK2KgPC2IGVuNbplusnLSpusldQ==
Ed. Code 46010.1	Notice regarding excuse to obtain confidential medical services-- https://simbli.eboardsolutions.com/SU/27EFMP4mEcC1185LfCifng==
Ed. Code 46014	Regulations regarding absences for religious purposes-- https://simbli.eboardsolutions.com/SU/CplusHk97c4wXskPLblzHRQLQ==
Ed. Code 46162	Alternative schedule for junior high and high school; public hearing with notice -- https://simbli.eboardsolutions.com/SU/769TKplusjA6VdzOgH8gEdKcQ==
Ed. Code 46600-46611	Interdistrict attendance
Ed. Code 48000	agreements-Minimum age of admission-- https://simbli.eboardsolutions.com/SU/dH9UJslshk5z8eiYxUplusL7HAslshg==
Ed. Code 48070.5	Promotion and retention of students-- https://simbli.eboardsolutions.com/SU/jwIKnzuJMffFJaHi3gEReQ==
Ed. Code 48204	Residency requirements-- https://simbli.eboardsolutions.com/SU/HqJj3DBOrZiITRB4slsh7hYFg==
Ed. Code 48205	Absence for personal reasons-- https://simbli.eboardsolutions.com/SU/g54m51wGgW5HWX0taUIDKQ==
Ed. Code 48206.3	Students with temporary disabilities; individual instruction; definitions-- https://simbli.eboardsolutions.com/SU/IYYUZQCK5PABplusZ0438yZog==
Ed. Code 48207-48208	Students with temporary disabilities in hospitals-- https://simbli.eboardsolutions.com/SU/ijHokUwllld1plusApXuKG70nw==
Ed. Code 48213	Prior notice of exclusion from attendance--

	<u>https://simbli.eboardsolutions.com/SU/4izAygai328U4syyl11f7g</u> <u>==</u>
Ed. Code 48216	Immunization and exclusion from attendance-- <u>https://simbli.eboardsolutions.com/SU/SUBMqa6By4YiKjshir96Hjw</u> <u>==</u>
Ed. Code 48260.5	Notice regarding truancy-- <u>https://simbli.eboardsolutions.com/SU/iAkpl8x3fk4LYslshY4Jr5ylA</u> <u>==</u>
Ed. Code 48262	Need for parent conference regarding truancy-- <u>https://simbli.eboardsolutions.com/SU/Nb6lclNFSTRMpluscJpluSnRh4JQ</u> <u>==</u>
Ed. Code 48263	Referral to school attendance review board or probation department-- <u>https://simbli.eboardsolutions.com/SU/slshilf0miArPhnlslsh25cF5TA</u> <u>==</u>
Ed. Code 48301	Interdistrict transfers-- <u>https://simbli.eboardsolutions.com/SU/CddnVZpluspLAMQhUfavqQStQ</u> <u>==</u>
Ed. Code 48412	Certificate of proficiency-- <u>https://simbli.eboardsolutions.com/SU/FlxNsP3ltxen5OCOtj2cpQ</u> <u>==</u>
Ed. Code 48432.3	Voluntary enrollment in continuation education-- <u>https://simbli.eboardsolutions.com/SU/lDXBevKjMSfyEJ4qlghywA</u> <u>==</u>
Ed. Code 48432.5	Involuntary transfers of students-- <u>https://simbli.eboardsolutions.com/SU/4OyhsW73W4SUwhAXLr2wKq</u> <u>==</u>

Ed. Code 48850-48859	Education of foster youth and homeless students -- https://simbli.eboardsolutions.com/SU/QU2SE6lz7doZOGCplusbtaEg==
Ed. Code 48900.1	Parental attendance required after suspension -- https://simbli.eboardsolutions.com/SU/ppXZZ79dBxgZDozlrS8vwA==
Ed. Code 48904	Liability of parent/guardian for willful student misconduct -- https://simbli.eboardsolutions.com/SU/HuoUShfesn0eJY8nP1JfrA==
Ed. Code 48904-48904.3	Withholding grades, diplomas, or transcripts -- https://simbli.eboardsolutions.com/SU/dt5KNUUnSLpER0iplusCa0bRIQ==
Ed. Code 48906	Notification of release of student to peace officer -- https://simbli.eboardsolutions.com/SU/3eI5NLF75M895DZVS38SGw==
Ed. Code 48911	Notification in case of suspension -- https://simbli.eboardsolutions.com/SU/eqBfn0loBt4MQ1HQDZpluskpw==
Ed. Code 48911.1	Assignment to supervised suspension classroom -- https://simbli.eboardsolutions.com/SU/slshmqxQGx5lPc2p6slshhv7QWLw==
Ed. Code 48912	Closed sessions; consideration of suspension -- https://simbli.eboardsolutions.com/SU/IOLpMiSqCXkhplus1ZCWJDmOw==
Ed. Code 48915.1	Expelled students; enrollment in another district -- https://simbli.eboardsolutions.com/SU/J0f39lFK8wILDyKFR6lvrg==
Ed. Code 48916	Readmission procedures -- https://simbli.eboardsolutions.com/SU/Vw6zVv5mQHlXk9lYkLjshDA==
Ed. Code 48918	Rules governing expulsion procedures -- https://simbli.eboardsolutions.com/SU/89M9d5hNME0ALE30O8bQMw==
Ed. Code 48929	Transfer of student convicted of violent felony or misdemeanor -- https://simbli.eboardsolutions.com/SU/ZovzfiBChwzwlGESVeslshAidA==
Ed. Code 48980	Parent/Guardian notifications -- https://simbli.eboardsolutions.com/SU/cpMsBKX1tOwUiWgEwSKp5g==
Ed. Code 48980.3	Notification of pesticide use -- https://simbli.eboardsolutions.com/SU/f2aDJluYUlp8plusn4jFxDPA==
Ed. Code 48981	Time and means of notification -- https://simbli.eboardsolutions.com/SU/iPy51oh0PgsGtlwUlaYzhFw==
Ed. Code 48982	Parent signature acknowledging receipt of notice -- https://simbli.eboardsolutions.com/SU/FkeUZjRYaldAgHU9ZrkMJA==
Ed. Code 48983	Contents of notice -- https://simbli.eboardsolutions.com/SU/5LMgDn4zaOdgNxFDrevWRA==
Ed. Code 48984	Activities prohibited unless notice given -- https://simbli.eboardsolutions.com/SU/R6XEWUWkDj71WQSuNeiSXw==
Ed. Code 48985	Notices to parents in language other than English --

	https://simbli.eboardsolutions.com/SU/LHS9yg0UBYa76W1Ayg ydnA==
Ed. Code 48986	Safe storage of
Ed. Code 48987	firearms Child-
	abuse information--
	https://simbli.eboardsolutions.com/SU/5Umc4hnfEiwGplusj12ym3 vxQ==
Ed. Code 49013	Use of uniform complaint procedures for complaints regarding student fees--
	https://simbli.eboardsolutions.com/SU/b2wadA023lL35ATlslh nz6plusQ==
Ed. Code 49063	Notification of parental rights--
	https://simbli.eboardsolutions.com/SU/0314tGB6C2ECotJhoG HAg==
Ed. Code 49067	Student evaluation; student in danger of failing course--
	https://simbli.eboardsolutions.com/SU/4iKo6WFUxdplus0XplusV INDMVUg==
Ed. Code 49068	Transfer of permanent enrollment and scholarship record--
	https://simbli.eboardsolutions.com/SU/kByPlslhWIM7HSt5TC9 PwqEA==
Ed. Code 49069.7	Absolute right to access--
	https://simbli.eboardsolutions.com/SU/EHLmASPO6oOVNZwSe kvNtg==

Ed. Code 49070	Challenging content of student record-- https://simbli.eboardsolutions.com/SU/7FoEgG7fDCBs04Akix6AKA==
Ed. Code 49073	Release of directory information-- https://simbli.eboardsolutions.com/SU/YMntqKufIpsO3LRpEQNfpq==
Ed. Code 49073.6	Student records; social media-- https://simbli.eboardsolutions.com/SU/36EG4B44SNa5VQbNzplusX68g==
Ed. Code 49076	Access to student records-- https://simbli.eboardsolutions.com/SU/Ezf6VFvgmORmoUCFnI Cslsh3w==
Ed. Code 49077	Access to information concerning a student in compliance with court order-- https://simbli.eboardsolutions.com/SU/WfuS7dcrxWBJeqSxONYQw==
Ed. Code 49392	Threats of homicide at school
Ed. Code 49403	Cooperation in control of communicable disease and immunizations-- https://simbli.eboardsolutions.com/SU/OExPQ4Liy9FdPsXeLevxCw==
Ed. Code 49423	Administration of prescribed medication for student-- https://simbli.eboardsolutions.com/SU/6F1gCdZzICKJq6OLWjZ oXA==
Ed. Code 49451	Physical examinations: parent's refusal to consent-- https://simbli.eboardsolutions.com/SU/NXatAVBLInO4gik7b3g5A==
Ed. Code 49452.5	Screening for scoliosis-- https://simbli.eboardsolutions.com/SU/sLRI2VWvgTjJiVnQf4gpgw==
Ed. Code 49452.6	Type 1 diabetes informational materials
Ed. Code 49452.7	Information on type 2 diabetes-- https://simbli.eboardsolutions.com/SU/Cavtla4IG3JmUJhefOimbA==
Ed. Code 49452.8	Oral health assessment-- https://simbli.eboardsolutions.com/SU/3hPVTIPI3EnUgy244aqYfw==
Ed. Code 49455.5	Eye examination for purpose of eyeglasses
Ed. Code 49456	Results of vision or hearing test-- https://simbli.eboardsolutions.com/SU/Ygg6DuPeW0NMaXryOIHgsg==
Ed. Code 49471-49472	Insurance-- https://simbli.eboardsolutions.com/SU/ATmOVxHUgQmPhM764WS6hw==
Ed. Code 49475	Student athletes; concussions and head injuries-- https://simbli.eboardsolutions.com/SU/vGoX0uUK29rTTmRJ2IPUnQ==
Ed. Code 49476	Student athletes; opioid fact sheet-- https://simbli.eboardsolutions.com/SU/N2L3SRwHWzI6wnrpvMo5Sg==
Ed. Code 49480	Continuing medication regimen for nonepisodic conditions-- https://simbli.eboardsolutions.com/SU/leJlhkM7InFbQS1Eb6ui7

Ed. Code 49510-49520	<u>A==</u> Duffy-Moscone Family Nutrition Education and Services Act of 1970-- <u>https://simbli.eboardsolutions.com/SU/nO2tPwhV6R7VrwAO1CNrvw==</u>
Ed. Code 49557.5	Child Hunger Prevention and Fair Treatment Act of 2017; notice of negative balance in meal account-- <u>https://simbli.eboardsolutions.com/SU/66T7et3SyxZVSBKJkpbTcQ==</u>
Ed. Code 51225.1	Exemption from district graduation requirements-- <u>https://simbli.eboardsolutions.com/SU/xyKslshnpThDAZpgPeZnsB3IA==</u>
Ed. Code 51225.2	Course credits-- <u>https://simbli.eboardsolutions.com/SU/MkGq9jkA3dpQO2NplusoDChaQ==</u>
Ed. Code 51225.3	High school graduation requirements-- <u>https://simbli.eboardsolutions.com/SU/WNFAVVgiWv1wBeCknCeQnw==</u>
Ed. Code 51225.31 special needs	Graduation from high school; exemption for eligible students with
Ed. Code 51225.8	Completion and submission of FAFSA and CADAA-- <u>https://simbli.eboardsolutions.com/SU/S5YZ8MGTHbpluszllnHL3bDmA==</u>

Ed. Code 51229	Course of study for grades 7-12-- https://simbli.eboardsolutions.com/SU/a5ykplusXw539omM6UhH8ESxQ==
Ed. Code 51513	Personal beliefs; privacy-- https://simbli.eboardsolutions.com/SU/yeslshfEeHwG9yYR9Uyjf dDIQ==
Ed. Code 51749.5	Independent study
Ed. Code 51938	HIV/AIDS and sexual health instruction-- https://simbli.eboardsolutions.com/SU/rdCvb9KeAJgKrneAgHciu Q==
Ed. Code 52062	Local control and accountability plans and the statewide system of support
Ed. Code 52164	Language census-- https://simbli.eboardsolutions.com/SU/m7vpR7RmWjSpzSBPsO APbw==
Ed. Code 52164.1	Census-taking methods; determination of primary language;- assessment of language skills-- https://simbli.eboardsolutions.com/SU/5hplusDOUoUufUD1bITZ Nqslsh3A==
Ed. Code 52164.3	Reassessment of English learners; notification of results-- https://simbli.eboardsolutions.com/SU/ikHJePnhgRuGgM3gR1P boQ==
Ed. Code 54444.2	Migrant education programs; parent involvement-- https://simbli.eboardsolutions.com/SU/djCr161Gq1C44RNiQdB2 ug==
Ed. Code 56301	Child-find system; policies regarding written notification rights-- https://simbli.eboardsolutions.com/SU/bUNLv1i7TDLuuALOVgpx lq==
Ed. Code 56321	Special education: proposed assessment plan-- https://simbli.eboardsolutions.com/SU/1MLfR4TwJVhdNI1fplusif 8gw==
Ed. Code 56321.5-56321.6	Notice of parent rights pertaining to special education-- https://simbli.eboardsolutions.com/SU/b3lvTthblekYwZQ2Jul9r W==
Ed. Code 56329	Written notice of right to findings; independent assessment-- https://simbli.eboardsolutions.com/SU/plusYGChpkFuS9GnZfb9 RKHgw==
Ed. Code 56341.1	Development of individualized education program; right to audio-record meeting-- https://simbli.eboardsolutions.com/SU/tVqVXiPG3Wgz8p9YgO caw==
Ed. Code 56341.5	Individualized education program team meetings-- https://simbli.eboardsolutions.com/SU/lwj4HhPnHzrDbyenrwOg Ujg==
Ed. Code 56343.5	Individualized education program meetings-- https://simbli.eboardsolutions.com/SU/WIR4anhxOslshMsxd94h RnBCA==
Ed. Code 56521.1	Behavioral intervention-- https://simbli.eboardsolutions.com/SU/Y9DO90rVJxXgEy9DfRe Ngw==
Ed. Code 58501	Alternative schools; notice required prior to establishment-- https://simbli.eboardsolutions.com/SU/nvmMNL2AY1fAsDOWgP k2lw==

Ed. Code 60615	Exemption from state assessment -- https://simbli.eboardsolutions.com/SU/RslshV8slshaOozHqjgAH1KmRt5g==
Ed. Code 60641	California Assessment of Student Performance and Progress -- https://simbli.eboardsolutions.com/SU/6TB4XaA9sW4INM7mFi352A==
Ed. Code 69432.9	Submission of grade point average to Cal Grant program -- https://simbli.eboardsolutions.com/SU/qt4qMG6UHjyKJg8nnwmRLQ==
Ed. Code 8212	Complaints related to preschool health and safety issues -- https://simbli.eboardsolutions.com/SU/MLLdtFmshd1Vgy4Gj0AebIq==
Ed. Code 8483	Before/after school program; enrollment priorities -- https://simbli.eboardsolutions.com/SU/mK0PEbplusgVTdEIHaIPiR3IQ==
Ed. Code 8489 development services	Expulsion and suspension procedures in childcare and programs
Ed. Code 8489.1 development services	Expulsion and suspension procedures in childcare and programs

H&S Code 104420	Tobacco use prevention -- https://simbli.eboardsolutions.com/SU/5QtcisLQ2vJZyHEEYrMn4g==
H&S Code 104855	Availability of topical fluoride treatment -- https://simbli.eboardsolutions.com/SU/7DGsz1ZPslshd1RF0PwrKb1fQ==
H&S Code 116277	Lead testing of potable water at schools and requirements to remedy
H&S Code 120365-120375	Immunizations
H&S Code 120440	Sharing immunization information -- https://simbli.eboardsolutions.com/SU/lp3fbcUW5yWRImpq77OUcg==
H&S Code 124100-124105	Health screening and immunizations -- https://simbli.eboardsolutions.com/SU/L9HOoCdNFf6OLmwKriEjiQ==
H&S Code 1596.8555	Administration of child day care licensing;
H&S Code 1596.857	posting license Right to enter child care facility -- https://simbli.eboardsolutions.com/SU/nBplusFimlD3uzJuHslshWPPk5Lw==
H&S Code 1597.16	Licensed child care centers; lead testing -- https://simbli.eboardsolutions.com/SU/sishtBCplus4OuK8efzNWlkFhn5g==
Pen. Code 626.81	Notice of permission granted to sex offender to volunteer on campus -- https://simbli.eboardsolutions.com/SU/wF1N8fmmYdismT9slshzQWHgA==
Pen. Code 627.5	Hearing request following denial or revocation of registration -- https://simbli.eboardsolutions.com/SU/l4nZLzI8OicC9GRC8xJ5AA==
W&I Code 10228	Child care providers; posting of rates, discounts, and scholarships

Federal References	Description
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1232h	Privacy rights
20 USC 1415	Procedural safeguards
20 USC 6311	State plan
20 USC 6312	Local educational agency plan
20 USC 6318	Parent and family engagement
20 USC 7704 on Indian	Impact Aid; policies and procedures related to children residing lands
20 USC 7908	Armed forces recruiter access to students
34 CFR 104.32	District responsibility to provide free appropriate public education
34 CFR 104.36	Procedural safeguards
34 CFR 104.8	Nondiscrimination
34 CFR 106.9	Severability
34 CFR 200.48	Teacher qualifications
34 CFR 222.94	Impact Aid; district responsibilities

34 CFR 300.300	Parent consent for special education evaluation
34 CFR 300.322	Parent participation in IEP team meetings
34 CFR 300.502	Independent educational evaluation of student with disability
34 CFR 300.503	Prior written notice regarding identification, evaluation, or placement of student with disability
34 CFR 300.504	Procedural safeguards notice for students with disabilities
34 CFR 300.508	Due process complaint
34 CFR 300.530	Discipline procedures
34 CFR 99.30	Disclosure of personally identifiable information

34- CFR- 99.34	Student records; disclosure to other educational agencies	District and County- Office of Education- Legal Services-- https://simbli.eboardsolutions.com/SU/UdykszdmPETuDsIshXk6R5akQ
34- CFR- 99.37	Disclosure of directory information	==
Website CFR- 99.7	Student records; annual notification	U.S. Department of Agriculture, Food and Nutrition Service-- https://simbli.eboardsolutions.com/SU/Wry6HD6BSTBkfn7BqplusR7BQ
40- CFR- 763.8		==
4	Asbestos inspections, response actions and post-response actions	
40- CFR- 763.9	Cross-References	Description
3	Asbestos management plans	Nondiscrimination In District- Programs And Activities-- https://simbli.eboardsolutions.com/SU/zaaevHADPymJxTcexwR7xQ
42- USC- 1143		Comprehensive Safety Plan--
1- 1143		https://simbli.eboardsolutions.com/SU/pluss1ziLzSHzMIuQc7AmcJA
5	McKinney-Vento Homeless Assistance Act	==
42- USC- 1758		Comprehensive Safety Plan--
7- CFR- 245.5	Child nutrition programs	https://simbli.eboardsolutions.com/SU/UsIshb5Do2FeXFvy4V3cHZIjQ
7- CFR- 245.6	Eligibility criteria for free and reduced-price meals	Local Control And Accountability Plan-- https://simbli.eboardsolutions.com/SU/NnrYCypknzECvNyplusUjEMlg
7- CFR- 245.6	Verification of eligibility for free and reduced-price meals	Local Control And Accountability Plan-- https://simbli.eboardsolutions.com/SU/AIr98I5kDdHZgSH2LipSIQ
Management- Base Resources- References	Description	School Accountability- Report Card-- https://simbli.eboardsolutions.com/SU/plusCoTslshs2yVLqAjnPvimYslshxQ
U.S. Department of Agriculture Publication	Services, FNS Instruction 113-1, 2005	Volunteer Assistance-- https://simbli.eboardsolutions.com/SU/kp10ULJnJknWNRSDI8npuQ
1312.3 Website	C S B A	Volunteer Assistance-- https://simbli.eboardsolutions.com/SU/I3cFZ2Li2pEJplusYbdI7VgQANr
		Uniform Complaint- Procedures-- https://simbli.eboardsolutions.com/SU/Qd2Fk5cisEMdsc8iJ72WtA

1312.3	U	SU/uHJnyhA32x2VTzoXoyk3sg==
3260	n	Fees And Charges-- https://simbli.eboardsolution.com/SU/iOC2sMkhe7Q0lj7Bygs8Gw==
3260	i	Fees And Charges-- https://simbli.eboardsolution.com/SU/OTnonnFCerdQrz37slshfQUmA==
3312	f	Contracts-- https://simbli.eboardsolution.com/SU/77fKeo2bwbbNhhKS0i7M1xQ==
3513.3	e	Tobacco-Free Schools-- https://simbli.eboardsolution.com/SU/X9aQZftu2fUw7CslshsDVWWWvQ==
3513.3	r	Tobacco-Free Schools-- https://simbli.eboardsolution.com/SU/8FvxdGSLUtUSiZDbXrf8w==
3514	e	Environmental Safety-- https://simbli.eboardsolution.com/SU/nTYuxnLzFCCKy3ltwOFg1g==
3514	e	Environmental Safety-- https://simbli.eboardsolution.com/SU/G4YMRlwzayT8Nq2JWpUUMw==
3514.2	s	Integrated Pest Management-- https://simbli.eboardsolution.com/SU/oLYGOqKrZqIXslshNT4wePo9Q==
3515.5	s	Sex Offender Notification-- https://simbli.eboardsolution.com/SU/slshbjVROITGwlk0Jv0frjOMg==
3517	m	Facilities Inspection-- https://simbli.eboardsolution.com/SU/Qu70Sx9VRjkhFVwyAqTbBA==
3543	b	Transportation Safety And Emergencies-- https://simbli.eboardsolution.com/SU/KmbwxaJX13dmZpigQiJYQ==
3550	i	Food Service/Child Nutrition Program-- https://simbli.eboardsolution.com/SU/b6G0uosrx96elqj3b9YJSQ==
3550	t	Food Service/Child Nutrition Program-- https://simbli.eboardsolution.com/SU/KJUfTwfJdLC8ohxNnQlreA==

	T W x e g K x A = = P r o f e s s i o n a l	.com/SU/LNslshp3kr7MHIG yWMunCusHw==
5000		Concepts And Roles -- https://simbli.eboardsolutions.com/SU/aG5KMCxrM1EMQiM0VZ8qMg==
5020		Parent Rights And Responsibilities -- https://simbli.eboardsolutions.com/SU/RPy1SvzkVn6opmfYi5MFhA==
4319.21-E PDF(1)		
5020		Parent Rights And Responsibilities -- https://simbli.eboardsolutions.com/SU/ktKLQyzkZosishQXaJuNFxwFA==
5022		Student And Family Privacy Rights -- https://simbli.eboardsolutions.com/SU/MLcvoQiddplusisIsherDOs4WexQ==
5022		Student And Family Privacy Rights -- https://simbli.eboardsolutions.com/SU/in0VCHryU0twSrUEwhrDbA==
5030		Student Wellness -- https://simbli.eboardsolutions.com/SU/0Xed44hmiNULwWVCar1YA==
5030		Student Wellness -- https://simbli.eboardsolutions.com/SU/cvNTzJrR1UrqGEfvrHGCTg==
5111		Admission -- https://simbli.eboardsolutions.com/SU/28rp7YIloz5hOpRpkGQtzg==
5111		Admission -- https://simbli.eboardsolutions.com/SU/ffSI6Z0pBQ8TaNvLUb8vDA==
5111.1		District Residency -- https://simbli.eboardsolutions.com/SU/wXiWpCvkdtx7PKoOlkuQ9w==
5111.1		District Residency -- https://simbli.eboardsolutions.com/SU/n6Vc66BQf3a3I3dp1eCDbA==
5112.2		Exclusions From Attendance -- https://simbli.eboardsolutions.com/SU/sU8C7BcZplusEWplusKcD1WpJ4yA==
5112.5		Open/Closed Campus -- https://simbli.eboardsolutions.com/SU/THY2Xcqd8fI2lk

5113	B H 4 y 6 M w =	m/SU/DOumx7Tlh7jCbL0LqiAZbw==
5116.1		Absences And Excuses-- https://simbli.eboardsolutions.com/SU/zgNCPkikEE5TS8anvdm0JA==
5113	A b s e n c e s	Intradistrict Open Enrollment-- https://simbli.eboardsolutions.com/SU/7pluszzN3QxCHzr0zbrG6AGw==
5116.1		Intradistrict Open Enrollment-- https://simbli.eboardsolutions.com/SU/arY8Pfs6ddEslshOG1XpEEJtA==
5116.2	A n d	Involuntary Student Transfers-- https://simbli.eboardsolutions.com/SU/ZkldCE5vRXbwkqWfWB5ZPQ==
5117	E x c u s e s	Interdistrict Attendance-- https://simbli.eboardsolutions.com/SU/15tT33k2ll72jvTQMjRMeQ==
5117	-	Interdistrict Attendance-- https://simbli.eboardsolutions.com/SU/Qmft9b7rX8y8AtpZq2sj1w==
5123	P r o m o t i o n /	Promotion/Acceleration/Retention-- https://simbli.eboardsolutions.com/SU/tFK0TXFhdRiRXqCfElyclg==
5123	A c c e l e r a t i o n /	Promotion/Acceleration/Retention-- https://simbli.eboardsolutions.com/SU/YdxDUb1RslshHpluNIKdR2y3dJw==
5125	S t u d e n t	Student Records-- https://simbli.eboardsolutions.com/SU/S2xi2FplusvHt7WgWTzIvaQ9w==
5125	R e c o r d s	Student Records-- https://simbli.eboardsolutions.com/SU/3GVaEj2MK5KrrmCf1q8Qg==
5125.1	R e l e a s e	Release Of Directory Information-- https://simbli.eboardsolutions.com/SU/zAI1xBSgHbXPQvo9RLplusytw==
5125.1	I n f o r m a t i o n	Release Of Directory Information-- https://simbli.eboardsolutions.com/SU/Gf3oRRV1mbu5KeJZa8dAfw==
5125.1-E PDF(1)		Release Of Directory-

- 5125.3 ~~Challenging Student Records --~~
[https://simbli.eboardsolutions.com/SU/yHgcNplusk9WkhT7dPxTu
bt5w==](https://simbli.eboardsolutions.com/SU/yHgcNplusk9WkhT7dPxTu
bt5w==)
- 5132 ~~Dress And Grooming --~~
[https://simbli.eboardsolutions.com/SU/pOUx20dOKdnWYG6zWg
Sbig==](https://simbli.eboardsolutions.com/SU/pOUx20dOKdnWYG6zWg
Sbig==)
- 5132 ~~Dress And Grooming --~~
[https://simbli.eboardsolutions.com/SU/fmRFHNpkV2pJfkfpvnYOf
Q==](https://simbli.eboardsolutions.com/SU/fmRFHNpkV2pJfkfpvnYOf
Q==)
- 5141.21 ~~Administering Medication And Monitoring Health Conditions --~~
[https://simbli.eboardsolutions.com/SU/Qc24W/pCiijePuSeyVERg
Q==](https://simbli.eboardsolutions.com/SU/Qc24W/pCiijePuSeyVERg
Q==)
- 5141.21 ~~Administering Medication And Monitoring Health Conditions --~~
[https://simbli.eboardsolutions.com/SU/XyICKlIKFTFVJ1mdaLedW
Q==](https://simbli.eboardsolutions.com/SU/XyICKlIKFTFVJ1mdaLedW
Q==)
- 5141.3 ~~Health Examinations --~~
[https://simbli.eboardsolutions.com/SU/8dW647gZoOezLbslshplus
hAES7Q==](https://simbli.eboardsolutions.com/SU/8dW647gZoOezLbslshplus
hAES7Q==)
- 5141.3 ~~Health Examinations --~~
[https://simbli.eboardsolutions.com/SU/QsAD0i11LCOPhZ0S9eIA
eg==](https://simbli.eboardsolutions.com/SU/QsAD0i11LCOPhZ0S9eIA
eg==)
- 5141.31 ~~Immunizations --~~
[https://simbli.eboardsolutions.com/SU/v0HDi0KXxbfoxP8711PMT
A==](https://simbli.eboardsolutions.com/SU/v0HDi0KXxbfoxP8711PMT
A==)
- 5141.31 ~~Immunizations --~~
[https://simbli.eboardsolutions.com/SU/hhQaTwOID8zxJggQx6M2
8A==](https://simbli.eboardsolutions.com/SU/hhQaTwOID8zxJggQx6M2
8A==)
- 5141.32 ~~Health Screening For School Entry --~~
[https://simbli.eboardsolutions.com/SU/RFuFIHOTHfzplusJAlpn6J
slshAA==](https://simbli.eboardsolutions.com/SU/RFuFIHOTHfzplusJAlpn6J
slshAA==)
- 5141.6 ~~School Health Services --~~
[https://simbli.eboardsolutions.com/SU/3synTVDr2slshtEXNr8U3u
9SQ==](https://simbli.eboardsolutions.com/SU/3synTVDr2slshtEXNr8U3u
9SQ==)
- 5141.6 ~~School Health Services --~~
[https://simbli.eboardsolutions.com/SU/e6hwFyoubKwfv0PuA2ZJE
Q==](https://simbli.eboardsolutions.com/SU/e6hwFyoubKwfv0PuA2ZJE
Q==)
- 5142.1 ~~Identification And Reporting Of Missing Children --~~
[https://simbli.eboardsolutions.com/SU/rjmN6T593mq5q8HFuaJL
GQ==](https://simbli.eboardsolutions.com/SU/rjmN6T593mq5q8HFuaJL
GQ==)
- 5143 ~~Insurance --~~
[https://simbli.eboardsolutions.com/SU/chGiudWciEt8DP0mHg3tq
w==](https://simbli.eboardsolutions.com/SU/chGiudWciEt8DP0mHg3tq
w==)
- 5143 ~~Insurance --~~
[https://simbli.eboardsolutions.com/SU/0EvtPZZ6DAA9EQRez0pl
usJbw==](https://simbli.eboardsolutions.com/SU/0EvtPZZ6DAA9EQRez0pl
usJbw==)
- 5144 ~~Discipline --~~
[https://simbli.eboardsolutions.com/SU/AQqhNX6iBzioA0CkVsKU
hw==](https://simbli.eboardsolutions.com/SU/AQqhNX6iBzioA0CkVsKU
hw==)
- 5144 ~~Discipline --~~
[https://simbli.eboardsolutions.com/SU/UjKV05ev6b5fjXT5vIDMuQ
==](https://simbli.eboardsolutions.com/SU/UjKV05ev6b5fjXT5vIDMuQ
==)
- 5144.1 ~~Suspension And Expulsion/Due Process --~~
[https://simbli.eboardsolutions.com/SU/zmkCpD0bMpLtbSigldDL3
g==](https://simbli.eboardsolutions.com/SU/zmkCpD0bMpLtbSigldDL3
g==)

5144.1	Suspension And Expulsion/Due Process -- https://simbli.eboardsolutions.com/SU/Pg787h0ddgEXR9TLfg3YxW==
5144.2	Suspension And Expulsion/Due Process (Students With- Disabilities)-- https://simbli.eboardsolutions.com/SU/n5USXUk1D5QEPZdFGaNxiw==
5145.12	Search And Seizure -- https://simbli.eboardsolutions.com/SU/tC03dj7gH4qahbTkaxeBOQ==
5145.12	Search And Seizure -- https://simbli.eboardsolutions.com/SU/Xplusv2slshX9uZM86bxexTfPHxg==
5145.3	Nondiscrimination/Harassment -- https://simbli.eboardsolutions.com/SU/IBslshXJfnmFplusnplusTxfY1slplA==
5145.3	Nondiscrimination/Harassment -- https://simbli.eboardsolutions.com/SU/n8tdEh2i1plusYj1zB1fMwgew==
5145.7	Sexual Harassment -- https://simbli.eboardsolutions.com/SU/L180hpluslp3Lax8sieKJEcQ==
5145.7	Sexual Harassment -- https://simbli.eboardsolutions.com/SU/6YQShaMkFc1zVdjj6e0wSg==
5145.8	Refusal To Harm Or Destroy Animals -- https://simbli.eboardsolutions.com/SU/slshVJMBMRkbslsh3hnb8nALhOJg==
5146	Married/Pregnant/Parenting Students -- https://simbli.eboardsolutions.com/SU/YcO9b7ZPSY0gplusn5nnlFFqw==
5146	Married/Pregnant/Parenting Students -- https://simbli.eboardsolutions.com/SU/eGC8MxMtiPp2gFD66nJdUg==
5148.2	Before/After School Programs -- https://simbli.eboardsolutions.com/SU/DBD64nMr4GUjVpQagA7HQ==
5148.2	Before/After School Programs -- https://simbli.eboardsolutions.com/SU/CWuBD6HJFDAnI0ySe3NWA==
5148.3	Preschool/Early Childhood Education -- https://simbli.eboardsolutions.com/SU/Aj67dJ0qYtZYkaoMipmGWA==
5148.3	Preschool/Early Childhood Education -- https://simbli.eboardsolutions.com/SU/MkplusjTi8sBIVOXDmzplusstNA==
6020	Parent Involvement -- https://simbli.eboardsolutions.com/SU/tjYDorHUEyBtfrRfcGgWUg==
6020	Parent Involvement -- https://simbli.eboardsolutions.com/SU/NoplusUuplusjJllrvwe3k7G6HZQ==
6111	School Calendar -- https://simbli.eboardsolutions.com/SU/DyNVuZOLOe3unonrXSxplusQQ==

- 6112 School Day--
<https://simbli.eboardsolutions.com/SU/e3mV0EDgfgQ7Rplusr63Xa07A==>
- 6112 School Day--
<https://simbli.eboardsolutions.com/SU/bVn53plus5QKglwa2DBOdKbnQ==>
- 6142.1 Sexual Health And HIV/AIDS Prevention Instruction--
<https://simbli.eboardsolutions.com/SU/VN4Ee2Zw67m5FR3EjcefZg==>
- 6142.1 Sexual Health And HIV/AIDS Prevention Instruction--
<https://simbli.eboardsolutions.com/SU/HMvPGZ0baGrS3DLXuxnl1A==>
- 6143 Courses Of Study--
<https://simbli.eboardsolutions.com/SU/p2ENGRvMbhcDAPAS7NrAiQ==>
- 6143 Courses Of Study--
<https://simbli.eboardsolutions.com/SU/UVn45WDQsT9780pbOsiFdA==>
- 6145.2 Athletic Competition--
<https://simbli.eboardsolutions.com/SU/drUrEnEOpzri1uTAAroQdA==>
- 6145.2 Athletic Competition--
<https://simbli.eboardsolutions.com/SU/736Z8vHbVVvzI8yKuc7uMg==>
- 6154 Homework/Makeup Work--
<https://simbli.eboardsolutions.com/SU/UUQTddQ9ehk0iTJrebBVSg==>
- 6154 Homework/Makeup Work--
<https://simbli.eboardsolutions.com/SU/lvy3RoSW19Pf5d4BYW1E1Q==>
- 6158 Independent Study--
<https://simbli.eboardsolutions.com/SU/sOdZVgfZYS89Jf92plusEdNcg==>
- 6158 Independent Study--
<https://simbli.eboardsolutions.com/SU/px0avidl6Z7KVnFpplusRWSvA==>
- 6159 Individualized Education Program--
<https://simbli.eboardsolutions.com/SU/xzRFggGjr1thlcoortr6EA==>
- 6159 Individualized Education Program--
<https://simbli.eboardsolutions.com/SU/S532zqIHpCtwygnnRYChiQ==>
- 6159.1 Procedural Safeguards And Complaints For Special Education--
<https://simbli.eboardsolutions.com/SU/uJcsplusgl9i79TEwVYjnrxXA==>
- 6159.1 Procedural Safeguards And Complaints For Special Education--
<https://simbli.eboardsolutions.com/SU/elfCfC8LfAiGplusdiXLM1tzW==>
- 6159.4 Behavioral Interventions For Special Education Students--
<https://simbli.eboardsolutions.com/SU/2i46x0XNYxDsgouM3AgasIshg==>
- 6162.8 Research--
<https://simbli.eboardsolutions.com/SU/PWrmGtdRdDdyZP9xgRutEQ==>
- 6162.8 Research--
<https://simbli.eboardsolutions.com/SU/7VJUTiDJ0fRj9pxImMnTjA==>

6164.2	Guidance/Counseling Services-- https://simbli.eboardsolutions.com/SU/ftN6QdbSEZiHLzeBplus1P4A==
6164.2	Guidance/Counseling Services-- https://simbli.eboardsolutions.com/SU/JWRtd1pluseNpGNplusbglisuFYg==
6164.4	Identification And Evaluation Of Individuals For Special Education-- https://simbli.eboardsolutions.com/SU/3XYnOnplusKaAwFwoFOij1xUA==
6164.4	Identification And Evaluation Of Individuals For Special Education-- https://simbli.eboardsolutions.com/SU/sqf5R9wslshJDPaENYXGZfvLg==
6164.6	Identification And Education Under Section 504-- https://simbli.eboardsolutions.com/SU/Qxa6y1pojXxIVJF6oGxfwQ==
6164.6	Identification And Education Under Section 504-- https://simbli.eboardsolutions.com/SU/KWwJgJPQnX3WY0RrMkSTgQ==
6170.1	Transitional Kindergarten-- https://simbli.eboardsolutions.com/SU/G2QQlpRTuKy2Flagku4IRQ==
6173	Education For Homeless Children-- https://simbli.eboardsolutions.com/SU/Qeh3IrpwC9COINdEFpojBA==
6173	Education For Homeless Children-- https://simbli.eboardsolutions.com/SU/45j0dsdpluss9tdrkt9pFErFW==
6173-E PDF(1)	Education For Homeless Children-- https://simbli.eboardsolutions.com/SU/QvGXdUmZplusfBMoslsheBOJDslshw==
6173-E PDF(2)	Education For Homeless Children-- https://simbli.eboardsolutions.com/SU/NHkG5UyunB2vvrp2pYPBeQ==
6173.1	Education For Foster Youth-- https://simbli.eboardsolutions.com/SU/Tbvm5PS1eB5wplus4vmoCkFZw==
6173.1	Education For Foster Youth-- https://simbli.eboardsolutions.com/SU/gToUIdEvCYOLB7f7DQzbFQ==
6175	Migrant Education Program-- https://simbli.eboardsolutions.com/SU/qtWYvj2EX8EDu56Nyk7keA==
6175	Migrant Education Program-- https://simbli.eboardsolutions.com/SU/puuZcTPZX0LFZAvsAgLslshmQ==
6183	Home And Hospital Instruction-- https://simbli.eboardsolutions.com/SU/b4e00HtlhUjYWKswRk0f6Q==
9310	Board Policies-- https://simbli.eboardsolutions.com/SU/11VAERiGO2BcJFWdUBF5uA==

Exhibit (PDF) 5145.6-E PDF(1): Parent/Guardian Notifications

Status: ADOPTED

Original Adopted Date: 11/02/2011

Government Code 17581.5 relieves districts from the obligation to perform specified mandated activities when the Budget Act does not provide reimbursement during that fiscal year. The Budget Act of 2022 (AB 178, Ch. 45, Statutes of 2022) 2014 (SB 852, Ch. 25, Statutes of 2014) extends the suspension of these requirements through the 2022-2023 2014-15 fiscal year. As a result, certain provisions of the following Exhibit related to scoliosis screening and bus safety may be suspended.

~~Note: The following exhibit lists notices which the law requires be provided to parents/guardians. However, there are other notices that districts are recommended to distribute (e.g., the notice included in AR 5145.3 – Nondiscrimination/Harassment regarding the rights of transgender and gender-nonconforming students and the opportunity for a student to inform the district whenever his/her participation in a sex-segregated program or activity with a student of the opposite biological sex would be against the student's religious beliefs and/or practices or a violation of his/her right to privacy).~~

~~Note: See the referenced Board policy, administrative regulation, or Board bylaw for further information about related program and notice requirements.~~

I. Annually

When to Notify: Beginning of each school year
 Education or Other Legal Code: Education Code 222.5
 Board Policy/Administrative Regulation #: See BP 5146
 Subject: Rights and options for pregnant and parenting students

When to Notify: Beginning of each school year
 Education or Other Legal Code: Education Code 234.7
 Board Policy/Administrative Regulation #: See BP 0410
 Subject: Right to a free public education regardless of immigration status or religious beliefs

When to Notify: Beginning of each school year
 Education or Other Legal Code: Education Code 310
 Board Policy/Administrative Regulation #: See BP 6142.2, AR 6174
 Subject: Information on the district's language acquisition program

When to Notify: Beginning of each school year
 Education or Other Legal Code: Education Code 17611.5, 17612, 48980.3
 Board Policy/Administrative Regulation #: See AR 3514.2
 Subject: Use of pesticide product, active ingredients, Internet address to access information, and, if district uses certain pesticides, integrated pest management plan

When to Notify: Annually by February 1
 Education or Other Legal Code: Education Code 35256, 35258
 Board Policy/Administrative Regulation #: See BP 0510
 Subject: School Accountability Report Card provided

When to Notify: Beginning of each school year
 Education or Other Legal Code: Education Code 35291, 48980
 Board Policy/Administrative Regulation #: See AR 5144, See AR 5144.1
 Subject: District and site discipline rules

When to Notify: Beginning of each school year
 Education or Other Legal Code: Education Code 44050
 Board Policy/Administrative Regulation #: See BP 4119.21, BP 4219.21, BP 4319.21

Subject: Code of conduct addressing employee interactions with students

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 46010.1
Board Policy/Administrative Regulation #: See BP 5113
Subject: Absence for confidential medical services

When to Notify: Beginning of each school year, if district has adopted policy on involuntary transfer of students convicted of certain crimes when victim is enrolled at same school
Education or Other Legal Code: Education Code 48929, 48980
Board Policy/Administrative Regulation #: See BP 5116.2
Subject: District policy authorizing transfer

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 48980
Board Policy/Administrative Regulation #: See BP 6111
Subject: Schedule of minimum days and student-free staff development days

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 48980, 231.5; 5 CCR 4917; 34 CFR 106.8
Board Policy/Administrative Regulation #: See AR 5145.7
Subject: Copy of Sexual harassment policy as related to students; contact information for Title IX coordinator

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 48980, 32255-32255.6
Board Policy/Administrative Regulation #: See AR 5145.8
Subject: Right to refrain from harmful or destructive use of animals

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 48980, 35160.5, 46600-46611, 48204, 48301, 48350-48361
Board Policy/Administrative Regulation #: See AR 5111.1, See AR 5116.1, See AR 5117
Subject: All statutory attendance options, available local attendance options, options for meeting residency, form for changing attendance, appeals process

When to Notify: Beginning of each school year, if Board allows such absence
Education or Other Legal Code: Education Code 48980, 46014
Board Policy/Administrative Regulation #: ~~See BP 5113~~, See AR 5113
Subject: Absence for religious exercise or purposes

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 48980, 48205
Board Policy/Administrative Regulation #: ~~See BP 5113~~, See AR 5113, ~~See AR~~ BP 6154
Subject: Excused absences; grade/credit cannot be reduced due to excused absence if work or test has been completed; full text of Education Code 48205

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 48980, 48206.3, 48207, 48208
Board Policy/Administrative Regulation #: See AR 6183
Subject: Availability of home/hospital instruction for students with temporary disabilities

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 48980, 49403

Board Policy/Administrative Regulation #: See BP 5141.31
Subject: ~~Consent to~~ School immunization program

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 48980, 49423, 49480
Board Policy/Administrative Regulation #: See AR 5141.21
Subject: Administration of prescribed medication

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 48980, 49451; 20 USC 1232h
Board Policy/Administrative Regulation #: See AR 5141.3
Subject: Right to refuse consent to physical examination

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 48980, 49471, 49472
Board Policy/Administrative Regulation #: See BP 5143
Subject: Availability of insurance

When to Notify: Annually
Education or Other Legal Code: Education Code 48986, 49392
Board Policy/Administrative Regulation #: See AR 0450
Subject: Information and laws related to the safe storage of firearms and California's child access prevention laws

When to Notify: Annually
Education or Other Legal Code: 49013; 5 CCR 4622
Board Policy/Administrative Regulation #: See AR 1312.3, BP 0460, BP 3260
Subject: Uniform complaint procedures, available appeals, civil law remedies, coordinator, complaints about student fees and local control and accountability plan

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 49063
Board Policy/Administrative Regulation #: See AR 5125, See AR 5125.3
Subject: Challenge, review and expunging of records

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 49063, 49069; 20 USC 1232g; 34 CFR 99.7
Board Policy/Administrative Regulation #: See AR 5125
Subject: Student records: inspect and review, access, types, location, persons responsible, location of log, access criteria, cost of copies, amendment requests, criteria for defining school officials and to determine legitimate educational interest, categories defined as directory information, disclosures, right to file complaint with U.S. Department of Education, course prospectus availability

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 49063, 49073; 20 USC 1232g; 34 CFR 99.37
Board Policy/Administrative Regulation #: See AR 5125.1
Subject: Release of directory information

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 49069.5, 51225.1
Board Policy/Administrative Regulation #: See AR 6173, AR 6173.1, AR 6173.3, AR 6175
Subject: Transfer of coursework and credits for foster youth, students experiencing homelessness, former juvenile court school students, children of military family, migrant students and students participating in a newcomer program.

When to Notify: Two or more times during the school year
Education or Other Legal Code: Education Code 49428
Board Policy/Administrative Regulation #: See BP 5141.5
Subject: How to access mental health services at school and/or in the community

When to Notify: Beginning of each school year in schools serving students in grades 6-12
Education or Other Legal Code: Education Code 49428.5
Board Policy/Administrative Regulation #: See BP 5141.5
Subject: Distribution of digitized mental health poster online

When to Notify: Annually or upon enrollment in elementary school
Education or Other Legal Code: Education Code 49452.6
Board Policy/Administrative Regulation #: See AR 5141.3
Subject: Availability of type 1 diabetes informational materials developed by the California Department of Education

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 49520, 48980; 42 USC 1758; 7 CFR 245.5
Board Policy/Administrative Regulation #: See AR 3553
Subject: Eligibility and application process for Free and reduced price meals

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 51513, 20 USC 1232h
Board Policy/Administrative Regulation #: See AR 5022, See BP 6162.8
Subject: Notice of privacy policy and dates of activities re: survey, health examination, or collection of personal information for marketing; process to opt out of such activities; inspection rights and procedures

When to Notify: When developing the local control and accountability plan and during the annual update of the local control and accountability plan (LCAP)
Education or Other Legal Code: Education Code 52062
Board Policy/Administrative Regulation #: See BP 0460
Subject: Opportunity to submit written comments regarding specific actions and expenditures in proposed plan or annual update

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 56301
Board Policy/Administrative Regulation #: See BP 6164.4
Subject: Parental rights re: special education identification, referral, assessment, instructional planning, implementation and review, and procedures for initiating a referral for assessment

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 58501, 48980
Board Policy/Administrative Regulation #: See AR 6181
Subject: Alternative schools

When to Notify: Beginning of each school year
Education or Other Legal Code: Health and Safety Code 104855
Board Policy/Administrative Regulation #: See AR 5141.6
Subject: Availability of dental fluoride treatment; opportunity to accept or deny treatment

When/Whom to Notify: Annually
Legal Code: 5 CCR 852; Education Code 60615, 5 CCR 852
Board Policy/Administrative Regulation #: AR 6162.51
Subject: Student's participation in state assessments; option to request exemption from testing

When to Notify: Beginning of each school year, if district receives Title I funds
Education or Other Legal Code: 20 USC 6311; 34 CFR 200.48 200.64-

Board Policy/Administrative Regulation #: See AR 4112.24, See AR 4222
Subject: Right to request information re: professional qualifications of child's teacher and paraprofessional

When to Notify: Beginning of each school year, if any district school has been identified for program improvement or corrective action

Education or Other Legal Code: 20 USC 6316

Board Policy/Administrative Regulation #: See AR 0520.2

Subject: Availability of supplemental educational services, identity of providers, description of services, qualifications, effectiveness of providers

When to Notify: Beginning of each school year

Education or Other Legal Code: 34 CFR 104.8,106.9

Board Policy/Administrative Regulation #: See BP 0410, See BP 6178

Subject: Nondiscrimination

When to Notify: Beginning of each school year to parent, teacher, and employee organizations or, in their absence, individuals

Education or Other Legal Code: 40 CFR 763.84, 40 CFR 763.93

Board Policy/Administrative Regulation #: See AR 3514

Subject: Availability of asbestos management plan; any inspections, response actions or post-response actions planned or in progress

When to Notify: Beginning of each school year

Education or Other Legal Code: USDA FNS Instructions 113-1

Board Policy/Administrative Regulation #: See BP 3555

Subject: Information related to the district's food service programs

When to Notify: Beginning of each school year

Education or Other Legal Code: USDA SP-46-2016

Board Policy/Administrative Regulation #: See AR 3551

Subject: District policy on meal payments

II. At Specific Times During the Student's Academic Career

When to Notify: Beginning in grade 7, at least once prior to course selection and career counseling

Education or Other Legal Code: Education Code 221.5; 48980

Board Policy/Administrative Regulation #: See BP 6164.2

Subject: Course selection and career counseling

When to Notify: Upon a student's enrollment

Education or Other Legal Code: Education Code 310

Board Policy/Administrative Regulation #: See BP 6142.2, AR 6174

Subject: Information on the district's language acquisition programs

When to Notify: When child first enrolls in a public school, if the school offers a fingerprinting program

Education or Other Legal Code: Education Code 32390, 48980

Board Policy/Administrative Regulation #: See AR 5142.1

Subject: Fingerprinting program

When/Whom to Notify: When participating in driver training courses under the jurisdiction of the district

Legal Code: Education Code 35211

Board Policy/Administrative Regulation #: None

Subject: Civil liability, insurance coverage

When to Notify: Upon registration in K-6, if students have not previously been transported

Education or Other Legal Code: Education Code 39831.5

Board Policy/Administrative Regulation #: See AR 3543
Subject: School bus safety rules and information, list of stops, rules of conduct, red light crossing instructions, bus danger zones, walking to and from stops

~~When to Notify: Beginning of each school year for high school students, if high school is open campus
Education or Other Legal Code: Education Code 44808.5, 48980
Board Policy/Administrative Regulation #: See AR 5112.5
Subject: Open campus~~

~~When to Notify: Beginning of each school year in grades 9-12, if district allows career technical education (CTE) course to satisfy graduation requirement
Education or Other Legal Code: Education Code 48980, 51225.3 Board Policy/Administrative Regulation #: See AR 6146.1
Subject: How each high school graduation requirement does or does not satisfy college entrance a-g course criteria; list of districts CTE courses that satisfy a-g course criteria~~

~~When to Notify: Beginning of each school year, for high school students Education or Other Legal Code: Education Code 48980, 52244
Board Policy/Administrative Regulation #: See AR 6141.5~~

~~Subject: Availability of state funds to cover costs of advanced placement exam fees~~

~~When to Notify: Beginning each school year in grades 9-12 and when high school student transfers into the district
Education Code 48980, 60850
Board Policy/Administrative Regulation #: See AR 6162.52
Subject: Requirement to pass the high school exit exam including: date of exam, requirements for passing, consequences of not passing, and that passing is a condition of graduation~~

When to Notify: Prior to providing an eye examination
Education or Other Legal Code: Education Code 49455.5
Board Policy/Administrative Regulation #: See AR 5141.3
Subject: Upcoming eye examinations at school site, including form on which parent/guardian may indicate lack of consent

When to Notify: When a parent/guardian request for district designation of volunteers is received for training on emergency use of anti-seizure medication for a student diagnosed with seizures
Education or Other Legal Code: Education Code 49468.2
Board Policy/Administrative Regulation #: To be included in AR 5141.21
Subject: Request for volunteers to be trained in recognition and response to seizures, including administration of emergency anti-seizure medication, description of training, right to rescind offer to volunteer, prohibition against retaliation.

When to Notify: Upon a student's enrollment
Education or Other Legal Code: Education Code 49063
Board Policy/Administrative Regulation #: See AR 5125, AR 5125.3
Subject: Specified rights related to student records

When to Notify: When students entering grade 7
Education or Other Legal Code: Education Code 49452.7
Board Policy/Administrative Regulation #: See AR 5141.3
Subject: Specified information on type 2 diabetes

When to Notify: When in kindergarten, or first grade if not previously enrolled in public school
Education or Other Legal Code: Education Code 49452.8

Board Policy/Administrative Regulation #: See AR 5141.32
Subject: Requirement for oral health assessment, explanation of law, importance of oral health, agency contact, privacy rights

~~When to Notify: Beginning of each school year for students in grades 9-12-
Education or Other Legal Code: Education Code 51229, 48980
Board Policy/Administrative Regulation #: See AR 6143
Subject: College admission requirements, UC and CSU web sites that list certified courses, description of CTE, CDE Internet address, how students may meet with counselors~~

When to Notify: Beginning of each school year for students in grades 7-12
Education or Other Legal Code: Education Code 51938, 48980
Board Policy/Administrative Regulation #: See AR 6142.1
Subject: Explanation of sex and HIV/AIDS instruction; right to view A/V materials, whether taught by district staff or outside consultants, who's teaching, request specific Education Code sections, right to excuse

When to Notify: Within 20 working days of receiving results of standardized achievement tests or, if results not available in school year, within 20 working days of start of next school year
Education or Other Legal Code: Education Code 60641; 5 CCR 863
Board Policy/Administrative Regulation #: See AR 6162.51
Subject: Results of tests; test purpose, individual score and intended use
When/Whom to Notify: By October 15 for students in grade 12
Legal Code: Education Code 69432.9
Board Policy/Administrative Regulation #: AR 5125
Subject: Forwarding of student's grade point average to Cal Grant program; timeline to opt out

When to Notify: Upon enrollment in a California State Preschool program
Education or Other Legal Code: Education Code 8489.1
Board Policy/Administrative Regulation #: See AR 5148.3
Subject: Limitations on disenrollment, including expulsion and suspension and how to file an appeal in the event of expulsion or suspension

When to Notify: When child is enrolled or reenrolled in a licensed child care center or preschool
Education or Other Legal Code: Health and Safety Code 1596.7996
Board Policy/Administrative Regulation #: See AR 5148
Subject: Information on risks and effects of lead exposure, blood lead testing

When to Notify: When child is enrolled in kindergarten
Education or Other Legal Code: Health and Safety Code 124100, 124105
Board Policy/Administrative Regulation #: See AR 5141.32
Subject: Health screening examination

~~When to Notify: To students in grades 11-12, early enough to enable registration for fall test-
Education or Other Legal Code: 5 CCR 11523
Board Policy/Administrative Regulation #: See AR 6146.2
Subject: Notice of proficiency examination provided under Education Code 48412-~~

When to Notify: To secondary students, if district receives Title I funds
Education or Other Legal Code: 20 USC 7908
Board Policy/Administrative Regulation #: See AR 5125.1
Subject: Request that district not release name, address, phone number of child to military recruiters without prior written consent

III. When Special Circumstances Occur

When to Notify: In the event of a breach of security of district records
Education or Other Legal Code: Civil Code 1798.29

Board Policy/Administrative Regulation #: See BP 3580
Subject: Types of records affected, date of breach, description of incident, contact information for credit reporting agencies

When to Notify: Upon receipt of a complaint alleging discrimination
Education or Other Legal Code: Education Code 262.3
Board Policy/Administrative Regulation #: See AR 1312.3
Subject: Civil law remedies available to complainants

~~When to Notify: When student has been placed in structured English immersion program
Education or Other Legal Code: Education Code 310-311; 5 CCR 11309
Board Policy/Administrative Regulation #: See AR 6174
Subject: Student's placement in program, opportunity to apply for parental exception waiver, other rights of student relative to such placements~~

When to Notify: When determining whether an English learner should be reclassified as fluent English proficient
Education or Other Legal Code: Education Code 313; 5 CCR 11303
Board Policy/Administrative Regulation #: See AR 6174
Subject: Description of reclassification process, opportunity for parent/guardian to participate

When to Notify: When Student is identified as English learner and district receives Title I or Title III funds for English learner programs, not later than 30 days after beginning of school year or within two weeks of placement if identified during school year
Education or Other Legal Code: Education Code 440; 20 USC 7012 Board Policy/Administrative Regulation #: See AR 6174
Subject: Reason for classification, level of English proficiency, identification as long-term English learner, description of program(s), option to decline program or choose alternate, option to remove student from program at any time, exit requirements of program

~~When to Notify: Before high school student attends specialized secondary program on a university campus
Education or Other Legal Code: Education Code 17288 Board Policy/Administrative Regulation #: None
Subject: University campus buildings may not meet Education Code requirements for structural safety~~

When to Notify: When homeless or foster youth applies for enrollment in before/after school program
Education or Other Legal Code: Education Code 8483
Board Policy/Administrative Regulation #: See AR 5178.2
Subject: Right to priority enrollment how to request priority enrollment

When to Notify: When a child in a California State Preschool program exhibits persistent and serious challenging behaviors
Education or Other Legal Code: Education Code 8489.1
Board Policy/Administrative Regulation #: See AR 5148.3
Subject: Description of the child's behaviors and program plan for maintaining the child's safe participation in program and expulsion/unenrollment process

When to Notify: At least 24 hours before the effective date of suspending or expelling a child from a California State Preschool program
Education or Other Legal Code: Education Code 8489.1
Board Policy/Administrative Regulation #: See AR 5148.3
Subject: "Notice of Action, Recipient of Services," as described in 5 CCR 17783

When to Notify: At least 72 hours before use of pesticide product not included in annual list
Education or Other Legal Code: Education Code 17612
Board Policy/Administrative Regulation #: See AR 3514.2
Subject: Intended use of pesticide product

When to Notify: To members of athletic teams
Education or Other Legal Code: Education Code 32221.5
Board Policy/Administrative Regulation #: See AR 5143
Subject: Offer of insurance; no-cost and low-cost program options

When to Notify: Annually to parents/guardians of student athletes before participation in competition
Education or Other Legal Code: Education Code 33479.3
Board Policy/Administrative Regulation #: See AR 6145.2
Subject: Information on sudden cardiac arrest

When to Notify: If school has lost its WASC accreditation status
Education or Other Legal Code: Education Code 35178.4
Board Policy/Administrative Regulation #: See BP 6190
Subject: Loss of status, potential consequences

When/Whom to Notify: When district has contracted for electronic products or services that disseminate advertising
Legal Code: Education Code 35182.5
Board Policy/Administrative Regulation #: BP 3112
Subject: Advertising will be used in the classroom or learning center

When to Notify: At least six months before implementing a schoolwide uniform policy
Education or Other Legal Code: Education Code 35183
Board Policy/Administrative Regulation #: See AR 5132
Subject: Dress code policy requiring schoolwide uniform

When to Notify: Before implementing a year-round schedule
Education or Other Legal Code: Education Code 37616
Board Policy/Administrative Regulation #: See BP 6117
Subject: Public hearing on year-round schedule

When to Notify: When interdistrict transfer is requested and not approved or denied within 30 days
Education or Other Legal Code: Education Code 46601
Board Policy/Administrative Regulation #: See AR 5117
Subject: Appeal process

When to Notify: Before early entry to **transitional** kindergarten, if **early entry** offered
Education or Other Legal Code: Education Code 48000
Board Policy/Administrative Regulation #: See AR 5111, **AR 6170.1**
Subject: Effects, advantages and disadvantages of early entry

When to Notify: When student identified as being at risk of retention
Education or Other Legal Code: Education Code 48070.5
Board Policy/Administrative Regulation #: See AR 5123
Subject: Student at risk of retention

When to Notify: When student excluded due to quarantine, contagious or infectious disease, danger to safety or health
Education or Other Legal Code: Education Code 48213
Board Policy/Administrative Regulation #: See AR 5112.2, See **AR 5112.2** ~~BP 5141.33~~
Subject: Student has been excluded from school

When to Notify: Before already admitted student is excluded for lack of immunization
Education or Other Legal Code: Education Code 48216; 17 CCR 6040
Board Policy/Administrative Regulation #: See AR 5141.31
Subject: Need to submit evidence of immunization or exemption within 10 school days; referral to medical

care

When to Notify: When a student is classified a truant
Education or Other Legal Code: Education Code 48260.5, 48262
Board Policy/Administrative Regulation #: See AR 5113.1
Subject: Truancy, parental obligation, availability of alternative programs, student consequences, need for conference

When to Notify: When a truant is referred to a SARB or probation department
Education or Other Legal Code: Education Code 48263
Board Policy/Administrative Regulation #: See AR 5113.1
Subject: Name and address of SARB or probation department and reason for referral

~~When to Notify: When a school is identified on the state's Open Enrollment List
Education or Other Legal Code: Education Code 48354; 5 CCR 4702
Board Policy/Administrative Regulation #: See AR 5118
Subject: Student's option to transfer to another school~~

~~When to Notify: Within 60 days of receiving application for transfer out of open enrollment school
Education or Other Legal Code: Education Code 48357; 5 CCR 4702
Board Policy/Administrative Regulation #: See AR 5118
Subject: Whether student's transfer application is accepted or rejected; reasons for rejection~~

When/Whom to Notify: When student requests **Prior** to voluntarily transfer to continuation school
Education or Legal Code: Education Code 48432.3
Board Policy/Administrative Regulation #: AR 61884 **6184**
Subject: Copy of district policy and regulation on continuation education

When to Notify: Prior to involuntary transfer to continuation school
Education or Other Legal Code: Education Code 48432.5
Board Policy/Administrative Regulation #: See AR 6184
Subject: Right to require meeting prior to involuntary transfer to continuation school

When/Whom to Notify: To person holding educational rights, prior to recommending placement of foster youth outside school of origin
Legal Code: Education Code 48853.5
Board Policy/Administrative Regulation #: AR 6173.1
Subject: Basis for the placement recommendation

When to Notify: When a foster youth or an Indian child receives a suspension, expulsion, manifestation determination, or involuntary transfer
Education or Other Legal Code: Education Code 48853.5
Board Policy/Administrative Regulation #: See AR 6173.1, AR 6173.4
Subject: Suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, and other documents and related information to a foster youth's educational rights holder, attorney, and county social worker and an Indian child's tribal social worker and, if applicable, the child's county social worker

When to Notify: When student is removed from class and teacher requires parental attendance at school
Education or Other Legal Code: Education Code 48900.1
Board Policy/Administrative Regulation #: See AR 5144.1
Subject: Parental attendance required; timeline for attendance

When to Notify: Prior to withholding grades, diplomas, or transcripts

Education or Other Legal Code: Education Code 48904
Board Policy/Administrative Regulation #: See AR 5125.2
Subject: Damaged school property

When to Notify: When withholding grades, diplomas or transcripts from transferring student
Education or Other Legal Code: Education Code 48904.3
Board Policy/Administrative Regulation #: See AR 5125.2
Subject: Next school will continue withholding grades, diplomas or transcripts

When to Notify: When student is released to peace officer
Education or Other Legal Code: Education Code 48906
Board Policy/Administrative Regulation #: See BP 5145.11
Subject: Release of student to peace officer for the purpose of removing minor from school premises

When to Notify: At time of suspension
Education or Other Legal Code: Education Code 48911
Board Policy/Administrative Regulation #: See BP 5144.1, See AR 5144.1
Subject: Notice of suspension

When to Notify: When original period of suspension is extended
Education or Other Legal Code: Education Code 48911
Board Policy/Administrative Regulation #: See AR 5144.1
Subject: Extension of suspension

When to Notify: At the time a student is assigned to a supervised suspension classroom
Education or Other Legal Code: Education Code 48911.1
Board Policy/Administrative Regulation #: See AR 5144.1
Subject: The student's assignment to a supervised suspension classroom

When to Notify: Before holding a closed session re: suspension
Education or Other Legal Code: Education Code 48912
Board Policy/Administrative Regulation #: See AR 5144.1
Subject: Intent to hold a closed session re: suspension

When to Notify: When student expelled from another district for certain acts seeks admission
Education or Other Legal Code: Education Code 48915.1, 48918
Board Policy/Administrative Regulation #: See BP 5119
Subject: Hearing re: possible danger presented by expelled student

When to Notify: When readmission is denied
Education or Other Legal Code: Education Code 48916
Board Policy/Administrative Regulation #: See AR 5144.1
Subject: Reasons for denial; determination of assigned program

When to Notify: When expulsion occurs
Education or Other Legal Code: Education Code 48916
Board Policy/Administrative Regulation #: See AR 5144.1
Subject: Description of Readmission procedures

When to Notify: At least 10 calendar days before expulsion hearing
Education or Other Legal Code: Education Code 48918
Board Policy/Administrative Regulation #: See AR 5144.1
Subject: Notice of expulsion hearing

When to Notify: When expulsion or suspension of expulsion occurs

Education or Other Legal Code: Education Code 48918
Board Policy/Administrative Regulation #: See AR 5144.1
Subject: Decision to expel; right to appeal to county board; obligation to inform new district of status

When to Notify: One month before the scheduled minimum day
Education or Other Legal Code: Education Code 48980
Board Policy/Administrative Regulation #: See BP 6111
Subject: When minimum days are scheduled after the beginning of the school year

When to Notify: When parents/guardians request guidelines for filing complaint of child abuse at a school site
Education or Other Legal Code: Education Code 48987
Board Policy/Administrative Regulation #: See AR 5141.4
Subject: Guidelines for filing complaint of child abuse at a school site with local child protective agencies

When to Notify: When student in danger of failing a course
Education or Other Legal Code: Education Code 49067
Board Policy/Administrative Regulation #: See AR 5121
Subject: Student in danger of failing a course

When to Notify: When student transfers from another district or private school into the district
Education or Other Legal Code: Education Code 49068
Board Policy/Administrative Regulation #: See AR 5125
Subject: Right to receive copy of student's record and to challenge its content of student's records

When/Whom to Notify: When district is considering program to gather safety-related information from students' social media activity
Legal Code: Education Code 49073.6
Board Policy/Administrative Regulation #: BP 5125
Subject: Opportunity for input on proposed program

When/Whom to Notify: When district adopts program to gather information from students' social media activity, and annually thereafter
Legal Code: Education Code 49073.6
Board Policy/Administrative Regulation #: AR 5125
Subject: Information is being gathered, access to records, process for removal or corrections, destruction of records

When to Notify: Within 24 hours of release of information to a judge or probation officer
Education or Other Legal Code: Education Code 49076
Board Policy/Administrative Regulation #: See AR 5125
Subject: Release of student record to a judge or probation officer for conducting truancy mediation program or for presenting evidence at a truancy petition

When to Notify: Before release of information pursuant to court order or subpoena
Education or Other Legal Code: Education Code 49077
Board Policy/Administrative Regulation #: See AR 5125
Subject: Release of information pursuant to court order or subpoena

When to Notify: When screening results in suspicion that student has scoliosis
Education or Other Legal Code: Education Code 49452.5
Board Policy/Administrative Regulation #: See AR 5141.3
Subject: Scoliosis screening

When to Notify: When test results in discovery of visual or hearing defects
Education or Other Legal Code: Education Code 49456; 17 CCR 2951
Board Policy/Administrative Regulation #: See AR 5141.3

Subject: Vision or hearing test results

When to Notify: Within 10 days of negative balance in meal account

Education or Other Legal Code: Education Code 49557.5

Board Policy/Administrative Regulation #: See AR 3551

Subject: Negative balance in meal account; encouragement to apply for free or reduced price meals

When to Notify: Annually to parents/guardians of student athletes before their first practice or competition

Education or Other Legal Code: Education Code 49475

Board Policy/Administrative Regulation #: See AR 6145.2

Subject: Information on concussions and head injuries

When/Whom to Notify: ~~To person holding educational rights, within 30 days of foster youth's transfer~~

~~between high schools~~ Within 30 days of foster youth, student experiencing homelessness, former juvenile court school student, child of military family, or migrant student being transferred after second year of high school, or immigrant student enrolled in newcomer program in grades 11-12

Education or Legal Code: Educational Code 51225.1

Board Policy/Administrative Regulation #: ~~AR 6173.1~~ See BP 6146.1, AR 6173, AR 6173.1, AR 6173.3, AR 6175

Subject: Exemption from local graduation requirements, effect on college admission, option for fifth year of high school, transfer opportunities through California Community Colleges

When to Notify: Before any test/survey questioning personal beliefs

Education or Other Legal Code: Education Code 51513

Board Policy/Administrative Regulation #: See AR 5022

Subject: Permission for test, survey questioning personal beliefs

When to Notify: ~~Within~~ At least 14 days before HIV prevention or sexual health of instruction, if arrangement made for guest speaker after beginning of school year

Education or Other Legal Code: Education Code 51938

Board Policy/Administrative Regulation #: See AR 6142.1

Subject: Instruction in HIV/AIDS or sexual health education by guest speaker or outside consultant

When to Notify: Prior to administering survey regarding health risks and behaviors to students in 7-12

Education or Other Legal Code: Education Code 51938

Board Policy/Administrative Regulation #: See AR 5022

Subject: Notice that the survey will be administered

When to Notify: Within 30 calendar days of receipt of results of assessment or reassessment of English proficiency

Education or Other Legal Code: Education Code 52164.1, 52164.3; 5 CCR 11511.5

Board Policy/Administrative Regulation #: See AR 6174

Subject: Results of state test of English proficiency

When to Notify: When migrant education program is established

Education or Other Legal Code: Education Code 54444.2

Board Policy/Administrative Regulation #: See BP 6175, See AR 6175

Subject: Parent advisory council membership composition

When to Notify: When child participates in licensed child care and development program

Education or Other Legal Code: Health and Safety Code 1596.857, 22 CCR 101218.1

Board Policy/Administrative Regulation #: See AR 5148

Subject: Parent/guardian right to enter facility and other rights as specified

When to Notify: When a licensed child care center has a building constructed before January 1, 2010 and has drinking water tested for lead

Education or Other Legal Code: Health and Safety Code 1597.16

Board Policy/Administrative Regulation #: See AR 5148
Subject: The requirement to test the facility, and the results of the test

When/Whom to Notify: When district receives Tobacco-Use Prevention Education Funds
Education or Other Legal Code: Health and Safety Code 104420
Board Policy/Administrative Regulation #: AR 3513.3
Subject: The district's tobacco-free schools policy and enforcement procedures

When to Notify: When sharing student immunization information with an immunization system
Education or Other Legal Code: Health and Safety Code 120440
Board Policy/Administrative Regulation #: See AR 5125
Subject: Types of information to be shared, name and address of agency, acceptable use of the information, right to examine, right to refuse to share

When/Whom to Notify: At least 14 days prior to sex offender coming on campus as volunteer
Education or Other Legal Code: Penal Code 626.81
Board Policy/Administrative Regulation #: See AR 1240, See BP 1250
Subject: Dates and times permission granted; obtaining information from law enforcement

When to Notify: When hearing is requested by person asked to leave school premises
Education or Other Legal Code: Penal Code 627.5
Board Policy/Administrative Regulation #: See AR 3515.2
Subject: Notice of hearing

When/Whom to Notify: When responding to complaint re: discrimination, special education, or noncompliance with law
Education or Other Legal Code: 5 CCR 4631
Board Policy/Administrative Regulation #: See AR 1312.3
Subject: Findings, disposition of complaint, any corrective actions, appeal rights and procedures

When to Notify: When child participates in licensed child care and development program
Education or Other Legal Code: 5 CCR 18066
Board Policy/Administrative Regulation #: See AR 5148
Subject: Policies re: regarding excused and unexcused absences

When to Notify: Within 30 days of application for subsidized child care or preschool services
Education or Other Legal Code: 5 CCR 17782, 18094, 18118
Board Policy/Administrative Regulation #: See AR 5148, AR 5148.3
Subject: Policies re: Approval or denial of services

When to Notify: At least 14 days before change in service or other intended action, upon recertification or update of application for child care or preschool services
Education or Other Legal Code: 5 CCR 17783, 18095, 18119
Board Policy/Administrative Regulation #: See AR 5148, AR 5148.3
Subject: Policies re: Any change in service, such as in fees, amount of service, termination of service

When to Notify: Upon child's enrollment in child care program
Education or Other Legal Code: 5 CCR 18114
Board Policy/Administrative Regulation #: See AR 5148
Subject: Policies re: Policy on fee collection

When to Notify: When payment of child care fees is seven days late
Education or Other Legal Code: 5 CCR 18114
Board Policy/Administrative Regulation #: See AR 5148
Subject: Policies re: Notice of delinquent fees

When to Notify: When district substantively changes policy on student privacy rights
Education or Other Legal Code: 20 USC 1232h
Board Policy/Administrative Regulation #: See AR 5022
Subject: Notice of any substantive change in policy or regulation

When to Notify: For districts receiving Title I funds, when a child has been taught for four or more consecutive weeks by a teacher who is not "highly qualified" **does not meet state certification requirements for the grade level/subject taught**
Education or Other Legal Code: 20 USC 6314 **6312**
Board Policy/Administrative Regulation #: See AR 4112.24
Subject: Timely notice to parent/guardian of child's assignment

~~When to Notify: When school identified for program improvement or corrective action, within 30 days of failure to make annual yearly progress, to parents/guardians of English learners
Education or Other Legal Code: 20 USC 6312
Board Policy/Administrative Regulation #: See AR 0520.2
Subject: Notice of failure to make adequate yearly progress~~

When to Notify: For districts receiving Title I funds, not later than 30 days after beginning of school year, to parents/guardians of English learners
Education or Other Legal Code: 20 USC 6312
Board Policy/Administrative Regulation #: See AR 6174
Subject: Reasons for placement, level of proficiency, instructional methods, how program meets child's strengths and teaches English, exit requirements, right to choose another program

~~When to Notify: When school identified for program improvement or corrective action
Education or Other Legal Code: 20 USC 6316
Board Policy/Administrative Regulation #: See AR 0520.2, See AR 5116.1
Subject: Explanation of identification, reasons, how problem will be addressed, how parents/guardians can become involved, transfer option, availability of supplemental services~~

~~When to Notify: When district identified for program improvement
Education or Other Legal Code: 20 USC 6316
Board Policy/Administrative Regulation #: See AR 0520.3
Subject: Explanation of status, reasons for identification, how parents/guardians can participate in upgrading district~~

When to Notify: For schools receiving Title I funds, upon development of parent involvement policy
Education or Other Legal Code: 20 USC 6318
Board Policy/Administrative Regulation #: See AR 6020
Subject: Notice of policy

When to Notify: When district receives Impact Aid funds for students residing on Indian lands, to parents/guardians of Indian children
Education or Other Legal Code: 20 USC 7704; 34 CFR 222.94
Board Policy/Administrative Regulation #: See AR 3231
Subject: Relevant applications, evaluations, program plans, information about district's general educational program; opportunity to submit comments

~~When to Notify: For districts receiving Title III funds, within 30 days of the release of state Title III accountability report
Education or Other Legal Code: 20 USC 7012
Board Policy/Administrative Regulation #: See AR 6174
Subject: Notification of any failure to make progress on state's annual measurable achievement objectives for English learners~~

When to Notify: When household is selected for verification of eligibility for free or reduced-price meals
Education or Other Legal Code: 42 USC 1758; 7 CFR 245.6a
Board Policy/Administrative Regulation #: See AR 3553
Subject: Notice of need to submit verification information; any subsequent change in benefits; ~~right to~~ appeals

When/Whom to Notify: When student is homeless or unaccompanied minor
Education or Legal Code: 42 USC 11432
Board Policy/Administrative Regulation #: AR 6173
Subject: Educational and related opportunities; transportation services; placement decision and right to appeal; **duties of district liaison; public notice**

When to Notify: When student transfers out of state and records are disclosed without consent pursuant to 34 CFR 99.30
Education or Other Legal Code: 34 CFR 99.34
Board Policy/Administrative Regulation #: See AR 5125
Subject: Right to ~~review~~ **receive** records **and an opportunity for hearing upon request**

When to Notify: When student complains of sexual harassment
Education or Other Legal Code: 34 CFR 106.44, 106.45
Board Policy/Administrative Regulation #: See AR 5145.7
Subject: Right to file formal complaint, availability of supportive measures, notice of process, reason for dismissal of complaint if applicable

When to Notify: When district receives federal funding assistance for nutrition program
Education or Other Legal Code: USDA FNS Instruction 113-1
Board Policy/Administrative Regulation #: See BP 3555
Subject: Rights and responsibilities, nondiscrimination policy, complaint procedures

IV. Special Education Notices

When to Notify: Prior to conducting initial evaluation
Education or Other Legal Code: Education Code 56301, 56321, 56321.5, 56321.6, 56329; 20 USC 1415 (d); 34 CFR 300.502, 300.503
Board Policy/Administrative Regulation #: See BP 6159.1, See AR 6159.1, See AR 6164.4
Subject: Proposed evaluation plan, related parental rights, prior written notice, procedural safeguards

When/Whom to Notify: Before functional behavioral assessment begins
Education or Other Legal Code: Education Code 56321
Board Policy/Administrative Regulation #: See AR 6159
Subject: Notification and consent

When to Notify: 24 hours before IEP when district intending to record
Education or Other Legal Code: Education Code 56341.1
Board Policy/Administrative Regulation #: See AR 6159

Subject: Intention to audio-record IEP meeting

When to Notify: Early enough to ensure opportunity for parent to attend IEP meeting

Education or Other Legal Code: Education Code 56341.5; 34 CFR 300.322

Board Policy/Administrative Regulation #: See AR 6159

Subject: Time, purpose, location, who ~~in attendance~~ **will attend**, participation of others with special knowledge, transition statements if appropriate

When to Notify: When parent/guardian orally requests review of IEP

Education or Other Legal Code: Education Code 56343.5

Board Policy/Administrative Regulation #: See AR 6159

Subject: Need for written request

When to Notify: Within one school day of emergency intervention or serious property damage

Education or Other Legal Code: Education Code 56521.1

Board Policy/Administrative Regulation #: See AR 6159.4

Subject: Emergency intervention

When to Notify: Whenever there is a proposal or refusal to initiate or change the identification, evaluation, placement, or FAPE, including when parent/guardian revokes consent for services

Education or Other Legal Code: 20 USC 1415(c); 34 CFR 300.300, 300.503

Board Policy/Administrative Regulation #: See AR 6159, See AR 6159.1

Subject: Prior written notice

When/Whom to Notify: Upon filing of state complaint

Education or Other Legal Code: 20 USC 1415 (d), 34 CFR 300.504

Board Policy/Administrative Regulation #: AR 6159.1

Subject: Procedural safeguards notice

When/Whom to Notify: When disciplinary measures are taken or change in placement

Education or Other Legal Code: 20 USC 1415 (k); 34 CFR 300.530

Board Policy/Administrative Regulation #: AR 5144.2

Subject: Decision and procedural safeguards notice

When to Notify: Upon requesting a due process hearing

Education or Other Legal Code: 20 USC 1415(k); 34 CFR 300.508

Board Policy/Administrative Regulation #: See AR 6159.1

Subject: Child's name, address, school, description of problem, proposed resolution

When to Notify: Eligibility for services under Section 504

Education or Other Legal Code: 34 CFR 104.32, 104.36

Board Policy/Administrative Regulation #: See AR 6164.6

Subject: District responsibilities, district actions, procedural safeguards

V. Classroom Notices

Where to Post: In all district schools and offices, including staff lounges and student government meeting rooms

Education or Other Legal Code: Education Code 234.1

Board Policy/Administrative Regulation #: See AR 1312.3

Subject: Uniform complaint procedures board policy and administrative regulation

Where to Post: In each classroom used for license exempt California State Preschool Program

Education or Other Legal Code: Education Code 8212

Board Policy/Administrative Regulation #: See AR/E 1312.3

Subject: Health and safety requirements for preschool programs; where to get complaint form

When to Notify: In each classroom in each school

Education or Other Legal Code: Education Code 35186

Board Policy/Administrative Regulation #: See AR/E 1312.4

Subject: ~~Complaints re: sufficiency of instructional materials, teacher vacancy and misassignment, maintenance of facilities, right of students who did not pass the exit exam to receive intensive instruction after grade 12~~ **Complaints subject to Williams uniform complaint procedures**

Where to Post: In any school serving any of grades 6-12, in a prominent and conspicuous location in every restroom required to stock menstrual products,

Education or Other Legal Code: Education Code 35292.6

Board Policy/Administrative Regulation #: See AR 3517

Subject: Requirement to stock and make available free of cost an adequate supply of menstrual products that includes email address and telephone number for a designated individual responsible for maintaining requisite supply of menstrual products

Where to Post: In a licensed child care and development center at a location accessible to parents/guardians

Education or Other Legal Code: Health and Safety Code 1596.857

Board Policy/Administrative Regulation #: See AR 5148

Subject: Parent/guardian right to inspect, prohibition against retaliation, right to file complaint; registered sex offender database available to public; review licensing reports of facility visits and substantiated complaints against facility

Where to Post: In a prominent, publicly accessible location in the child care facility

Education or Other Legal Code: Health and Safety Code 1596.8555

Board Policy/Administrative Regulation #: See AR 5148

Subject: Child care license

Where to Post: In a prominent location adjacent to child care license at facility

Education or Other Legal Code: Welfare and institutions Code 10228

Board Policy/Administrative Regulation #: See AR 5148

Subject: Rates, discounts, or scholarship policies

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
17 CCR 2950-2951	Hearing tests
17 CCR 6000-6075	School attendance immunization requirements
22 CCR 101218.1	Child care licensing; parent/guardian rights
5 CCR 11303	Reclassification of English learners
5 CCR 11511.5	English language proficiency assessment; test results
5 CCR 11523	Notice of proficiency examinations
5 CCR 17782	Notice of Action; application for services
5 CCR 17783	Notice of Action; recipient of services
5 CCR 18066	Child care policies regarding excused and unexcused absences
5 CCR 18094-18095	Notice of Action; child care services
5 CCR 18114	Notice of delinquent fees; child care services
5 CCR 18118-18119	Notice of Action; child care services
5 CCR 3052	Behavioral intervention
5 CCR 4622	Uniform complaint procedures
5 CCR 4631	Uniform complaint procedures; notification of decision and right to appeal
5 CCR 4917	Notification of sexual harassment policy
5 CCR 852	Exemptions from state assessments
5 CCR 863	Reports of state assessment results
Civ. Code 1798.29	District records; breach of security
Ed. Code 17288	Building standards for university campuses
Ed. Code 17612	Notification of pesticide use
Ed. Code 221.5	Equal opportunity
Ed. Code 231.5	Sexual harassment policy
Ed. Code 234.1	Student protections relating to discrimination, harassment, intimidation, and bullying
Ed. Code 234.7	Student protections relating to immigration and citizenship status
Ed. Code 262.3	Appeals for discrimination complaints; information regarding availability of civil remedies
Ed. Code 310	Language acquisition programs
Ed. Code 313	Reclassification of English learners; parental consultation
Ed. Code 313.2	Long-term English learner; notification
Ed. Code 32221.5	Insurance for athletic team members
Ed. Code 32255-32255.6	Student's right to refrain from harmful or destructive use of animals
Ed. Code 32390	Voluntary program for fingerprinting students
Ed. Code 33479-33479.9	The Eric Parades Sudden Cardiac Arrest Prevention Act
Ed. Code 33479.3	The Eric Paredes Sudden Cardiac Arrest Prevention Act
Ed. Code 35160.5	Extracurricular and cocurricular activities
Ed. Code 35178.4	Notice of accreditation status
Ed. Code 35182.5	Advertising in the classroom
Ed. Code 35183	School dress code; uniforms
Ed. Code 35186	Complaints concerning deficiencies in instructional materials and facilities
Ed. Code 35211	Driver training; district insurance, parent/guardian liability
Ed. Code 35256	School Accountability Report Card
Ed. Code 35258	School Accountability Report Card
Ed. Code 35291	Rules for student discipline
Ed. Code 35292.6	School maintenance

Ed. Code 37616	Consultation regarding year-round schedule
Ed. Code 39831.5	School bus rider rules and information
Ed. Code 440	English language proficiency assessment; instruction in English language development
Ed. Code 44050	Employee code of conduct; interaction with students
Ed. Code 44808.5	Permission to leave school grounds
Ed. Code 46010.1	Notice regarding excuse to obtain confidential medical services
Ed. Code 46014	Regulations regarding absences for religious purposes
Ed. Code 46162	Alternative schedule for junior high and high school; public hearing with notice
Ed. Code 46600-46611	Interdistrict attendance agreements
Ed. Code 48000	Minimum age of admission
Ed. Code 48070.5	Promotion and retention of students
Ed. Code 48204	Residency requirements
Ed. Code 48205	Absence for personal reasons
Ed. Code 48206.3	Students with temporary disabilities; individual instruction; definitions
Ed. Code 48207-48208	Students with temporary disabilities in hospitals
Ed. Code 48213	Prior notice of exclusion from attendance
Ed. Code 48216	Immunization and exclusion from attendance
Ed. Code 48260.5	Notice regarding truancy
Ed. Code 48262	Need for parent conference regarding truancy
Ed. Code 48263	Referral to school attendance review board or probation department
Ed. Code 48301	Interdistrict transfers
Ed. Code 48412	Certificate of proficiency
Ed. Code 48432.3	Voluntary enrollment in continuation education
Ed. Code 48432.5	Involuntary transfers of students
Ed. Code 48850-48859	Education of foster youth and homeless students
Ed. Code 48900.1	Parental attendance required after suspension
Ed. Code 48904	Liability of parent/guardian for willful student misconduct
Ed. Code 48904-48904.3	Withholding grades, diplomas, or transcripts
Ed. Code 48906	Notification of release of student to peace officer
Ed. Code 48911	Notification in case of suspension
Ed. Code 48911.1	Assignment to supervised suspension classroom
Ed. Code 48912	Closed sessions; consideration of suspension
Ed. Code 48915.1	Expelled students; enrollment in another district
Ed. Code 48916	Readmission procedures
Ed. Code 48918	Rules governing expulsion procedures
Ed. Code 48929	Transfer of student convicted of violent felony or misdemeanor
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 48980.3	Notification of pesticide use
Ed. Code 48981	Time and means of notification
Ed. Code 48982	Parent signature acknowledging receipt of notice
Ed. Code 48983	Contents of notice
Ed. Code 48984	Activities prohibited unless notice given
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 48986	Safe storage of firearms
Ed. Code 48987	Child abuse information
Ed. Code 49013	Use of uniform complaint procedures for complaints regarding student fees
Ed. Code 49063	Notification of parental rights
Ed. Code 49067	Student evaluation; student in danger of failing course
Ed. Code 49068	Transfer of permanent enrollment and scholarship record

Ed. Code 49069	Absolute right to access
Ed. Code 49070	Challenging content of student record
Ed. Code 49073	Release of directory information
Ed. Code 49073.6	Student records; social media
Ed. Code 49076	Access to student records
Ed. Code 49077	Access to information concerning a student in compliance with court order
Ed. Code 49392	Threats of homicide at school
Ed. Code 49403	Cooperation in control of communicable disease and immunizations
Ed. Code 49423	Administration of prescribed medication for student
Ed. Code 49451	Physical examinations: parent's refusal to consent
Ed. Code 49452.5	Screening for scoliosis
Ed. Code 49452.6	Type 1 diabetes informational materials
Ed. Code 49452.7	Information on type 2 diabetes
Ed. Code 49452.8	Oral health assessment
Ed. Code 49455.5	Eye examination for purpose of eyeglasses
Ed. Code 49456	Results of vision or hearing test
Ed. Code 49471-49472	Insurance
Ed. Code 49475	Student athletes; concussions and head injuries
Ed. Code 49476	Student athletes; opioid fact sheet
Ed. Code 49480	Continuing medication regimen for nonepisodic conditions
Ed. Code 49510-49520	Duffy-Moscone Family Nutrition Education and Services Act of 1970
Ed. Code 49557.5	Child Hunger Prevention and Fair Treatment Act of 2017; notice of negative balance in meal account
Ed. Code 51225.1	Exemption from district graduation requirements
Ed. Code 51225.2	Course credits
Ed. Code 51225.3	High school graduation requirements
Ed. Code 51225.31	Graduation from high school; exemption for eligible students with special needs
Ed. Code 51225.8	Completion and submission of FAFSA and CADAA
Ed. Code 51229	Course of study for grades 7-12
Ed. Code 51513	Personal beliefs; privacy
Ed. Code 51749.5	Independent study
Ed. Code 51938	HIV/AIDS and sexual health instruction
Ed. Code 52062	Local control and accountability plans and the statewide system of support
Ed. Code 52164	Language census
Ed. Code 52164.1	Census-taking methods; determination of primary language; assessment of language skills
Ed. Code 52164.3	Reassessment of English learners; notification of results
Ed. Code 54444.2	Migrant education programs; parent involvement
Ed. Code 56301	Child-find system; policies regarding written notification rights
Ed. Code 56321	Special education: proposed assessment plan
Ed. Code 56321.5-56321.6	Notice of parent rights pertaining to special education
Ed. Code 56329	Written notice of right to findings; independent assessment
Ed. Code 56341.1	Development of individualized education program; right to audio record meeting
Ed. Code 56341.5	Individualized education program team meetings
Ed. Code 56343.5	Individualized education program meetings
Ed. Code 56521.1	Behavioral intervention
Ed. Code 58501	Alternative schools; notice required prior to establishment
Ed. Code 60615	Exemption from state assessment
Ed. Code 60641	California Assessment of Student Performance and Progress

Ed. Code 69432.9	Submission of grade point average to Cal Grant program
Ed. Code 8212	Complaints related to preschool health and safety issues
Ed. Code 8483	Before/after school program; enrollment priorities
Ed. Code 8489	Expulsion and suspension procedures in childcare and development services programs
Ed. Code 8489.1	Expulsion and suspension procedures in childcare and development services programs
H&S Code 104420	Tobacco use prevention
H&S Code 104855	Availability of topical fluoride treatment
H&S Code 116277	Lead testing of school drinking water
H&S Code 120365-120375	Immunizations
H&S Code 120440	Sharing immunization information
H&S Code 124100-124105	Health screening and immunizations
H&S Code 1596.8555	Administration of child day care licensing; posting license
H&S Code 1596.857	Right to enter child care facility
H&S Code 1597.16	Licensed child care centers; lead testing
Pen. Code 626.81	Notice of permission granted to sex offender to volunteer on campus
Pen. Code 627.5	Hearing request following denial or revocation of registration
W&I Code 10228	Child care providers; posting of rates, discounts, and scholarships
Federal	Description
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1232h	Privacy rights
20 USC 1415	Procedural safeguards
20 USC 6311	State plan
20 USC 6312	Local educational agency plan
20 USC 6318	Parent and family engagement
20 USC 7704	Impact Aid; policies and procedures related to children residing on Indian lands
20 USC 7908	Armed forces recruiter access to students
34 CFR 104.32	District responsibility to provide free appropriate public education
34 CFR 104.36	Procedural safeguards
34 CFR 104.8	Nondiscrimination
34 CFR 106.9	Severability
34 CFR 200.48	Teacher qualifications
34 CFR 222.94	Impact Aid; district responsibilities
34 CFR 300.300	Parent consent for special education evaluation
34 CFR 300.322	Parent participation in IEP team meetings
34 CFR 300.502	Independent educational evaluation of student with disability
34 CFR 300.503	Prior written notice regarding identification, evaluation, or placement of student with disability
34 CFR 300.504	Procedural safeguards notice for students with disabilities
34 CFR 300.508	Due process complaint
34 CFR 300.530	Discipline procedures
34 CFR 99.30	Disclosure of personally identifiable information
34 CFR 99.34	Student records; disclosure to other educational agencies
34 CFR 99.37	Disclosure of directory information
34 CFR 99.7	Student records; annual notification
40 CFR 763.84	Asbestos inspections, response actions and post-response actions
40 CFR 763.93	Asbestos management plans
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
42 USC 1758	Child nutrition programs
7 CFR 245.5	Eligibility criteria for free and reduced-price meals

7 CFR 245.6a

Management Resources

U.S. Department of Agriculture

Publication

Website

Website

Verification of eligibility for free and reduced-price meals

Description

Civil Rights Compliance and Enforcement -- Nutrition

Programs and Services, FNS Instruction 113-1, 2005

[CSBA District and County Office of Education Legal Services](#)

[U.S. Department of Agriculture, Food and Nutrition Service](#)

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0510	School Accountability Report Card
1240	Volunteer Assistance
1240	Volunteer Assistance
1312.3	Uniform Complaint Procedures
3231	Impact Aid
3260	Fees And Charges
3260	Fees And Charges
3312	Contracts
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3514	Environmental Safety
3514	Environmental Safety
3514.2	Integrated Pest Management
3515.5	Sex Offender Notification
3515.5	Sex Offender Notification
3517	Facilities Inspection
3517	Facilities Inspection
3543	Transportation Safety And Emergencies
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
3555	Nutrition Program Compliance
3555	Nutrition Program Compliance
3580	District Records
3580	District Records
4112.2	Certification
4112.2	Certification
4219.21	Professional Standards
4219.21	Professional Standards
4222	Teacher Aides/Paraprofessionals
4222	Teacher Aides/Paraprofessionals
4319.21	Professional Standards
4319.21	Professional Standards
5000	Concepts And Roles
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities

5022	Student And Family Privacy Rights
5022	Student And Family Privacy Rights
5030	Student Wellness
5111	Admission
5111	Admission
5111.1	District Residency
5111.1	District Residency
5112.2	Exclusions From Attendance
5112.5	Open/Closed Campus
5113	Absences And Excuses
5113	Absences And Excuses
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5116.1	Intradistrict Open Enrollment
5116.1	Intradistrict Open Enrollment
5116.2	Involuntary Student Transfers
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5119	Students Expelled From Other Districts
5123	Promotion/Acceleration/Retention
5123	Promotion/Acceleration/Retention
5125	Student Records
5125	Student Records
5125.1	Release Of Directory Information
5125.1	Release Of Directory Information
5125.1	Release Of Directory Information
5125.2	Withholding Grades, Diploma Or Transcripts
5125.3	Challenging Student Records
5131.61	Drug Testing
5132	Dress And Grooming
5132	Dress And Grooming
5141.21	Administering Medication And Monitoring Health Conditions
5141.21	Administering Medication And Monitoring Health Conditions
5141.3	Health Examinations
5141.3	Health Examinations
5141.31	Immunizations
5141.31	Immunizations
5141.32	Health Screening For School Entry
5141.6	School Health Services
5141.6	School Health Services
5142.1	Identification And Reporting Of Missing Children
5143	Insurance
5143	Insurance
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5144.4	Required Parental Attendance
5144.4	Required Parental Attendance
5145.12	Search And Seizure
5145.12	Search And Seizure
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.7	Sexual Harassment

5145.7	Sexual Harassment
5145.8	Refusal To Harm Or Destroy Animals
5146	Married/Pregnant/Parenting Students
5148	Child Care And Development
5148	Child Care And Development
5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6020	Parent Involvement
6020	Parent Involvement
6111	School Calendar
6112	School Day
6112	School Day
6117	Year-Round Schedules
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.2	World Language Instruction
6142.2	World Language Instruction
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6143	Courses Of Study
6143	Courses Of Study
6145.2	Athletic Competition
6145.2	Athletic Competition
6146.1	High School Graduation Requirements
6146.11	Alternative Credits Toward Graduation
6146.11	Alternative Credits Toward Graduation
6146.2	Certificate Of Proficiency/High School Equivalency
6146.2	Certificate Of Proficiency/High School Equivalency
6146.2	Certificate Of Proficiency/High School Equivalency
6154	Homework/Makeup Work
6158	Independent Study
6158	Independent Study
6159	Individualized Education Program
6159	Individualized Education Program
6159.1	Procedural Safeguards And Complaints For Special Education
6159.1	Procedural Safeguards And Complaints For Special Education
6159.4	Behavioral Interventions For Special Education Students
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6162.8	Research
6162.8	Research
6164.2	Guidance/Counseling Services
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
6170.1	Transitional Kindergarten
6173	Education For Homeless Children
6173.1	Education For Foster Youth

6173.1	Education For Foster Youth
6173.3	Education For Juvenile Court School Students
6173.4	Education For American Indian Students
6175	Migrant Education Program
6175	Migrant Education Program
6178	Career Technical Education
6178	Career Technical Education
6181	Alternative Schools/Programs Of Choice
6181	Alternative Schools/Programs Of Choice
6183	Home And Hospital Instruction
6184	Continuation Education
6184	Continuation Education
6190	Evaluation Of The Instructional Program
9310	Board Policies

State References — Description

17 CCR 2950-2951	Hearing tests— https://simbli.eboardsolutions.com/SU/MedMEQ0Cedro066RKeINDw==
17 CCR 6000-6075	School attendance immunization requirements— https://simbli.eboardsolutions.com/SU/YzfyALHtH25cYebUH5ax1Q==
22 CCR 101218.1	Child care licensing; parent/guardian rights— https://simbli.eboardsolutions.com/SU/VEQ6dXGJt3negQoWI3HplusEA==
5 CCR 11303	Reclassification of English learners
5 CCR 11511.5	English language proficiency assessment; test results 5 CCR 11523 Notice of proficiency examinations
5 CCR 17782	Notice of Action; application for services
5 CCR 17783	Notice of Action; recipient of services
5 CCR 18066	Child care policies regarding excused and unexcused absences 5 CCR-
18094-18095	Notice of Action; child care services
5 CCR 18114	Notice of delinquent fees; child care services 5 CCR 18118-18119 Notice of Action; child care services
5 CCR 3052	Behavioral intervention
5 CCR 4622	Uniform complaint procedures
5 CCR 4631	Uniform complaint procedures; notification of decision and right to appeal 5-
CCR 4917	Notification of sexual harassment policy
5 CCR 852	Exemptions from state assessments
5 CCR 863	Reports of state assessment results — Civ. Code 1798.29 — District records; breach of security— https://simbli.eboardsolutions.com/SU/LBkkDX8OIBFu9JplusO9hdW9w==
Ed. Code 17288	Building standards for university campuses— https://simbli.eboardsolutions.com/SU/gbcuOrA3fPPuYXdHu415LQ==
Ed. Code 17612	Notification of pesticide use— https://simbli.eboardsolutions.com/SU/H5tr2sllxUTvYokVNC15GA==
Ed. Code 221.5	Equal opportunity— https://simbli.eboardsolutions.com/SU/Lu2WCQkxslshJZi8CtR80BZWA==

Ed. Code 231.5 Sexual harassment policy--
<https://simbli.eboardsolutions.com/SU/xc4N8izB3LAIHeKeL3Jdg==>

Student protections relating to discrimination, harassment, intimidation, and
Ed. Code 234.1 bullying--<https://simbli.eboardsolutions.com/SU/MRwslWU5kFXiT0iSjZCnkA==>

Ed. Code 234.7 Student protections relating to immigration and citizenship status--
<https://simbli.eboardsolutions.com/SU/tYFq7Zw8Ckhuee1bkSS3cQ==>

Appeals for discrimination complaints; information regarding availability of civil
Ed. Code 262.3 remedies--
<https://simbli.eboardsolutions.com/SU/pSBfAotE7m0LVngpKCM2vw==>

Ed. Code 310 _____ Language acquisition programs--
<https://simbii.eboardsolutions.com/SU/dbIzSwocKmh3eQUQ9VbOHQ==>

Ed. Code 313 _____ Reclassification of English learners; parental consultation--
<https://simbii.eboardsolutions.com/SU/ooKplusHEjijr2kQeAg57bETA==>

Ed. Code 313.2 _____ Long-term English learner; notification--
<https://simbii.eboardsolutions.com/SU/yUm1umUioA7FQNDs6ig22g==>

Ed. Code 32221.5 _____ Insurance for athletic team members--
<https://simbii.eboardsolutions.com/SU/f2slshovMTd9Y5ovZ0OxaoWgg==>

Ed. Code 32255-32255.6 _____ Student's right to refrain from harmful or destructive use of animals--
<https://simbii.eboardsolutions.com/SU/IQawFqMXDozYGjGrWeY6lw==>

Ed. Code 32390 _____ Voluntary program for fingerprinting students--
<https://simbii.eboardsolutions.com/SU/yQOnjISz133vk4ljWni18w==>

Ed. Code 33479-33479.9 _____ The Eric Parades Sudden Cardiac Arrest Prevention Act--
<https://simbii.eboardsolutions.com/SU/ALIQ3iERGX1NajicmJDnaQ==>

Ed. Code 33479.3 _____ The Eric Paredes Sudden Cardiac Arrest Prevention Act--
<https://simbii.eboardsolutions.com/SU/2SVBFhvw5zRpJAgFDIIFGA==>

Ed. Code 35160.5 _____ Extracurricular and cocurricular activities--
<https://simbii.eboardsolutions.com/SU/T5wvD8YODaGaQmMjFQ7XplusQ==>

Ed. Code 35178.4 _____ Notice of accreditation status--
<https://simbii.eboardsolutions.com/SU/0pW0Zka0ImebmimY89hVMg==>

Ed. Code 35182.5 _____ Advertising in the classroom--
<https://simbii.eboardsolutions.com/SU/b1Cx8OTDYoo5teAWplusUlkoQ==>

Ed. Code 35183 _____ School dress code; uniforms--
<https://simbii.eboardsolutions.com/SU/xlbtFDOKOoWPrK64mlWYlw==>

Ed. Code 35186 _____ Complaints concerning deficiencies in instructional materials and facilities--
<https://simbii.eboardsolutions.com/SU/MDiv2vFqYgd1u6vWMYFnhA==>

Ed. Code 35211 _____ Driver training; district insurance, parent/guardian liability--
<https://simbii.eboardsolutions.com/SU/ixYNkYEdzGRmkSh3s65J0g==>

Ed. Code 35256 _____ School Accountability Report Card--
<https://simbii.eboardsolutions.com/SU/ckslsh7slshLSGFmf4TUplusHcm1yiw==>

Ed. Code 35258 _____ School Accountability Report Card--
<https://simbii.eboardsolutions.com/SU/XpBEzfkV16CA5mk0f4jdmw==>

Ed. Code 35291 _____ Rules for student discipline--
<https://simbii.eboardsolutions.com/SU/9APACQz6J0xxobjAYbTYaQ==>

Ed. Code 35292.6 _____ School maintenance

Ed. Code 37616 _____ Consultation regarding year-round schedule--
<https://simbii.eboardsolutions.com/SU/b8srVmtxJ9lLspkF1JrplusGQ==>

Ed. Code 39831.5 _____ School bus rider rules and information--
<https://simbii.eboardsolutions.com/SU/QnyslshLGAJplusWLFXwvWLN683A==>

English language proficiency assessment; instruction in English language
 development--
 Ed. Code 440 _____
<https://simbii.eboardsolutions.com/SU/LLA70T7CLVZvsBsou3Pm3Q==>

Ed. Code 44050 _____ Employee code of conduct; interaction with students--
<https://simbii.eboardsolutions.com/SU/PNtpd4THa36YECTORI1Zplusg==>

Ed. Code 44808.5 _____ Permission to leave school grounds--
<https://simbii.eboardsolutions.com/SU/kK2KgPG2IGVuNbplusLSpusldQ==>

Ed. Code 46010.1 _____ Notice regarding excuse to obtain confidential medical services--
<https://simbli.eboardsolutions.com/SU/27EFMP4mEcC1185LfClfng==>

Ed. Code 46014 _____ Regulations regarding absences for religious purposes--
<https://simbli.eboardsolutions.com/SU/CplusHk97c4wXskPLblzHRQLQ==>

Ed. Code 46162 _____ Alternative schedule for junior high and high school; public hearing with notice--
<https://simbli.eboardsolutions.com/SU/769TKplusjA6VdzOgH8gEdKcQ==>

Ed. Code 46600-46611 _____ Interdistrict attendance agreements-- Ed. Code 48000 _____ Minimum age of admission--
<https://simbli.eboardsolutions.com/SU/dH9lJslshk5z8eiYxUplusL7HAslshg==>

Ed. Code 48070.5 _____ Promotion and retention of students--
<https://simbli.eboardsolutions.com/SU/jwlKnzuJMffJahj3gEReQ==>

Ed. Code 48204 _____ Residency requirements--
<https://simbli.eboardsolutions.com/SU/HqJj3DBOrZiITRB4slsh7hYFg==>

Ed. Code 48205 _____ Absence for personal reasons--
<https://simbli.eboardsolutions.com/SU/q54m51wGgW5HWX0taUIDKQ==>

Ed. Code 48206.3 _____ Students with temporary disabilities; individual instruction; definitions--
<https://simbli.eboardsolutions.com/SU/IYYUZQCK5PABplusZ0438yZeg==>

Ed. Code 48207-48208 _____ Students with temporary disabilities in hospitals--
<https://simbli.eboardsolutions.com/SU/ijHokUwllld1plusApXuKG70nw==>

Ed. Code 48213 _____ Prior notice of exclusion from attendance--
<https://simbli.eboardsolutions.com/SU/4izAygai328U4svy111f7g==>

Ed. Code 48216 _____ Immunization and exclusion from attendance--
<https://simbli.eboardsolutions.com/SU/SUBMqa6By4YiKjislshjr96Hjw==>

Ed. Code 48260.5 _____ Notice regarding truancy--
<https://simbli.eboardsolutions.com/SU/iAkpl8x3fk4LYslshY4Jr5yIA==>

Ed. Code 48262 _____ Need for parent conference regarding truancy--
<https://simbli.eboardsolutions.com/SU/Nb6lcINFSTRMpluscJplusnRh4JQ==>

Ed. Code 48263 _____ Referral to school attendance review board or probation department--
<https://simbli.eboardsolutions.com/SU/slshilf0miArPhnlinslsh25cF5TA==>

Ed. Code 48301 _____ Interdistrict transfers--
<https://simbli.eboardsolutions.com/SU/CddnVZpluspLAMQhUfavqQStQ==>

Ed. Code 48412 _____ Certificate of proficiency--
<https://simbli.eboardsolutions.com/SU/FIxNsP3ltxen5OCOtj2cpQ==>

Ed. Code 48432.3 _____ Voluntary enrollment in continuation education--
<https://simbli.eboardsolutions.com/SU/ldXBevKiMSfyEJ4glghywA==>

Ed. Code 48432.5 _____ Involuntary transfers of students--
<https://simbli.eboardsolutions.com/SU/4OyhsW73W4SUwhAXLr2wKq==>

Ed. Code 48850-48859 _____ Education of foster youth and homeless students--
<https://simbli.eboardsolutions.com/SU/QU2SE6lz7doZOGCpluslbtaEg==>

Ed. Code 48900.1 _____ Parental attendance required after suspension--
<https://simbli.eboardsolutions.com/SU/ppXZZ79dBxgZDozlrS8vwA==>

Ed. Code 48904 _____ Liability of parent/guardian for willful student misconduct--
<https://simbli.eboardsolutions.com/SU/HuoUShfesn0eJY8nP1JfrA==>

Ed. Code 48904-48904.3 _____ Withholding grades, diplomas, or transcripts--
<https://simbli.eboardsolutions.com/SU/dt5KNUnSLpER0iplusCa0bRIQ==>

Ed. Code 48906 _____ Notification of release of student to peace officer—
<https://simbii.eboardsolutions.com/SU/3eI5NLF75M895DZVS38SGw==>

Ed. Code 48911 _____ Notification in case of suspension—
<https://simbii.eboardsolutions.com/SU/eqBfn0IoBt4MQ1HQDZpluskpw==>

Ed. Code 48911.1 _____ Assignment to supervised suspension classroom—
<https://simbii.eboardsolutions.com/SU/slshmqxQGx5IPc2p6slshhv7OWLw==>

Ed. Code 48912 _____ Closed sessions; consideration of suspension—
<https://simbii.eboardsolutions.com/SU/IOLpMiSqGXkhplus1ZCWJDm0w==>

Ed. Code 48915.1 _____ Expelled students; enrollment in another district—
<https://simbii.eboardsolutions.com/SU/J0f39IFK8wILDyKFR6lvrg==>

Ed. Code 48916 _____ Readmission procedures—
<https://simbii.eboardsolutions.com/SU/Vw6zVy5mQHlxk9lykLjshDA==>

Ed. Code 48918 _____ Rules governing expulsion procedures—
<https://simbii.eboardsolutions.com/SU/89M9d5hNME0ALE30O8bQMw==>

Ed. Code 48929 _____ Transfer of student convicted of violent felony or misdemeanor—
<https://simbii.eboardsolutions.com/SU/ZovzfBChwzwlGESVeslshAidA==>

Ed. Code 48980 _____ Parent/Guardian notifications—
<https://simbii.eboardsolutions.com/SU/cpMsBKX1tOwUjWgEwSKp5g==>

Ed. Code 48980.3 _____ Notification of pesticide use—
<https://simbii.eboardsolutions.com/SU/f2aDJluYUlpas8plusn4jFxDPA==>

Ed. Code 48981 _____ Time and means of notification—
<https://simbii.eboardsolutions.com/SU/iPy51oh0PgsGlwUlaYzhFw==>

Ed. Code 48982 _____ Parent signature acknowledging receipt of notice—
<https://simbii.eboardsolutions.com/SU/FkeUZiRYaldAgHU9ZrkMJA==>

Ed. Code 48983 _____ Contents of notice—
<https://simbii.eboardsolutions.com/SU/5LMgDn4zaOdgNxFDrevWRA==>

Ed. Code 48984 _____ Activities prohibited unless notice given—
<https://simbii.eboardsolutions.com/SU/R6XEWUWkdj71WQSuNeiSXw==>

Ed. Code 48985 _____ Notices to parents in language other than English—
<https://simbii.eboardsolutions.com/SU/LHS9yg0UBYa76W1AgygdnA==>

Ed. Code 48986 _____ Safe storage of firearms

Ed. Code 48987 _____ Child abuse information—
<https://simbii.eboardsolutions.com/SU/5Umc4hnfEiwGplusj12ym3vxQ==>

Ed. Code 49013 _____ Use of uniform complaint procedures for complaints regarding student fees—
<https://simbii.eboardsolutions.com/SU/b2wadA023IL35ATlslshnz6plusQ==>

Ed. Code 49063 _____ Notification of parental rights—
<https://simbii.eboardsolutions.com/SU/0314tGB6C2ECoiTJhoGHAg==>

Ed. Code 49067 _____ Student evaluation; student in danger of failing course—
<https://simbii.eboardsolutions.com/SU/4iK06WFUxdplus0XplusVINDMVUg==>

Ed. Code 49068 _____ Transfer of permanent enrollment and scholarship record—
<https://simbii.eboardsolutions.com/SU/kByPlslshWIM7HSt5TC9PwgEA==>

Ed. Code 49069.7 _____ Absolute right to access—
<https://simbii.eboardsolutions.com/SU/EHLmASPO6eOVNZwSekvNtg==>

Ed. Code 49070 _____ Challenging content of student record—
<https://simbii.eboardsolutions.com/SU/7FoEgG7fDCBs04Akix6AKA==>

Ed. Code 49073 Release of directory information--
<https://simbli.eboardsolutions.com/SU/YMNtgKufIpsO3LRpEQNrpg==>

Ed. Code 49073.6 Student records; social media--
<https://simbli.eboardsolutions.com/SU/36EG4B44SNa5VQbNzplusX68g==>

Ed. Code 49076 Access to student records--
<https://simbli.eboardsolutions.com/SU/Ezf6VFvgmORmoUCFnICslsh3w==>

Ed. Code 49077 Access to information concerning a student in compliance with court order--
<https://simbli.eboardsolutions.com/SU/WfuS7dcrxWBJeQsXONyQw==>

Ed. Code 49392 Threats of homicide at school

Ed. Code 49403 Cooperation in control of communicable disease and immunizations--
<https://simbli.eboardsolutions.com/SU/OExPQ4Liy9FdPsXoLevxCw==>

Ed. Code 49423 Administration of prescribed medication for student--
<https://simbli.eboardsolutions.com/SU/6F1gCdZzICKJq6OLWjZeXA==>

Ed. Code 49451 Physical examinations: parent's refusal to consent -
<https://simbli.eboardsolutions.com/SU/NXatAVBLInO4gik7b3g5A==>

Ed. Code 49452.5 Screening for scoliosis--
<https://simbli.eboardsolutions.com/SU/sLRl2VWvgTijVnQf4gpgw==>

Ed. Code 49452.6 Type 1 diabetes informational materials Ed. Code 49452.7 Information on type 2 diabetes--
<https://simbli.eboardsolutions.com/SU/CavtIa4IG3JmUJhefOimbA==>

Ed. Code 49452.8 Oral health assessment--
<https://simbli.eboardsolutions.com/SU/3hPVTIPI3EnUgy244aqYrw==>

Ed. Code 49455.5 Eye examination for purpose of eyeglasses Ed. Code 49456 Results of vision or hearing test--
<https://simbli.eboardsolutions.com/SU/Ygg6DuPcW0NMaXryOIHqsg==>

Ed. Code 49471-49472 Insurance--
<https://simbli.eboardsolutions.com/SU/ATmOVxHUqQmPhM761WS6hw==>

Ed. Code 49475 Student athletes; concussions and head injuries--
<https://simbli.eboardsolutions.com/SU/vGoX0uUK29rTTmRJ2IPUnQ==>

Ed. Code 49476 Student athletes; opioid fact sheet--
<https://simbli.eboardsolutions.com/SU/N2L3SRwHWzI6wnrpvMo5Sg==>

Ed. Code 49480 Continuing medication regimen for nonepisodic conditions--
<https://simbli.eboardsolutions.com/SU/leJlhkM7InFbQS1Eb6ui7A==>

Ed. Code 49510-49520 Duffy-Moscone Family Nutrition Education and Services Act of 1970--
<https://simbli.eboardsolutions.com/SU/nO2tPwhV6R7VrwAO1CNnvw==>

Child Hunger Prevention and Fair Treatment Act of 2017; notice of negative
 Ed. Code 49557.5 balance in meal account--
<https://simbli.eboardsolutions.com/SU/66T7et3SyxZVSBKJkpbTcQ==>

Ed. Code 51225.1 Exemption from district graduation requirements--
<https://simbli.eboardsolutions.com/SU/xyKslshnpThDAZpgPeZnsB3IA==>

Ed. Code 51225.2 Course credits--
<https://simbli.eboardsolutions.com/SU/MkGg9jkA3dpQO2NpluseDChaQ==>

Ed. Code 51225.3 High school graduation requirements--
<https://simbli.eboardsolutions.com/SU/WNFaVVgiWv1wBeCknCeQnw==>

Ed. Code 51225.31 Graduation from high school; exemption for eligible students with special needs

Ed. Code 51225.8 Completion and submission of FAFSA and CADAA--
<https://simbli.eboardsolutions.com/SU/S5YZ8MGTHbpluszlnHL3bDmA==>

Ed. Code 51229 Course of study for grades 7-12--
<https://simbli.eboardsolutions.com/SU/a5ykplusXw539omM6UhH8ESxQ==>

Ed. Code 51513 Personal beliefs; privacy--
<https://simbli.eboardsolutions.com/SU/yeslshfEeHwG9yYR9UyjfdDIQ==>

Ed. Code 51749.5 Independent study

Ed. Code 51938 HIV/AIDS and sexual health instruction--
<https://simbli.eboardsolutions.com/SU/rdCvb9KeAJqKrnIAGHciuQ==>

Ed. Code 52062 Local control and accountability plans and the statewide system of support

Ed. Code 52164 Language census--
<https://simbli.eboardsolutions.com/SU/m7vpR7RmWjSpzSBPsOAPbw==>

Census-taking methods; determination of primary language; assessment of
 Ed. Code 52164.1 language skills--
<https://simbli.eboardsolutions.com/SU/5hplusDOUoUufUD1bITZNqslsh3A==>

Ed. Code 52164.3 Reassessment of English learners; notification of results--
<https://simbli.eboardsolutions.com/SU/ikHJePnhgRuGgM3gR1PboQ==>

Ed. Code 54444.2 Migrant education programs; parent involvement--
<https://simbli.eboardsolutions.com/SU/djCr161Gq1C44RNiQdB2ug==>

Ed. Code 56301 Child-find system; policies regarding written notification rights--
<https://simbli.eboardsolutions.com/SU/bUNLv1i7TDluuALOVgpxlg==>

Ed. Code 56321 Special education: proposed assessment plan--
<https://simbli.eboardsolutions.com/SU/1MLfR4TwJVhdNI1fplusif8gw==>

Ed. Code 56321.5-56321.6 Notice of parent rights pertaining to special education--
<https://simbli.eboardsolutions.com/SU/b3lvTthblekYwZQ2Jul9rw==>

Ed. Code 56329 Written notice of right to findings; independent assessment--
<https://simbli.eboardsolutions.com/SU/plusYGChpkFuS9GnZfb9RKHgw==>

Development of individualized education program; right to audio record
 Ed. Code 56341.1 meeting--
<https://simbli.eboardsolutions.com/SU/tVqVXipPG3Wgz8p9YgOcaw==>

Ed. Code 56341.5 Individualized education program team meetings--
<https://simbli.eboardsolutions.com/SU/lwj4HhPnHzrDbyenrwOgUg==>

Ed. Code 56343.5 Individualized education program meetings--
<https://simbli.eboardsolutions.com/SU/WIR4anhxOslshMsxd94hRnBCA==>

Ed. Code 56521.1 Behavioral intervention--
<https://simbli.eboardsolutions.com/SU/Y9DO90rVJxXgEy9DfRoNgw==>

Ed. Code 58501 Alternative schools; notice required prior to establishment--
<https://simbli.eboardsolutions.com/SU/nvmMNL2AY1fAsD0WgPk2lw==>

Ed. Code 60615 Exemption from state assessment--
<https://simbli.eboardsolutions.com/SU/RslshV8slshaOozHgjgAH1KmRt5g==>

Ed. Code 60641 California Assessment of Student Performance and Progress--
<https://simbli.eboardsolutions.com/SU/6TB4XaA9sW4INM7mFi352A==>

Ed. Code 69432.9 Submission of grade point average to Cal Grant program--
<https://simbli.eboardsolutions.com/SU/qt4qMG6UHjyKJg8nnwmRLQ==>

Ed. Code 8212 Complaints related to preschool health and safety issues--
<https://simbli.eboardsolutions.com/SU/MLLdtFmslshd1Vgy4Gj0Acblg==>

- Ed. Code 8483 _____ Before/after school program; enrollment priorities—
<https://simbii.eboardsolutions.com/SU/mK0PEbplusgVTdEIHajPiR3IQ==>
- Ed. Code 8489 _____ Expulsion and suspension procedures in childcare and development services programs
- Ed. Code 8489.1 _____ Expulsion and suspension procedures in childcare and development services programs
- H&S Code 104420 _____ Tobacco use prevention—
<https://simbii.eboardsolutions.com/SU/5QtcisLQ2vJZyHEEYrMn4g==>
- H&S Code 104855 _____ Availability of topical fluoride treatment—
<https://simbii.eboardsolutions.com/SU/7DGsz1ZPslshd1RF0PwrKb1fQ==>
- H&S Code 116277 _____ Lead testing of potable water at schools and requirements to remedy H&S Code 120365–120375 Immunizations
- H&S Code 120440 _____ Sharing immunization information—
<https://simbii.eboardsolutions.com/SU/lp3fbcUW5yWRImpg77OUcg==>
- H&S Code 124100–124105 _____ Health screening and immunizations—
<https://simbii.eboardsolutions.com/SU/L9HOoCdNF6OLmwKriEjiQ==>
- H&S Code 1596.8555 _____ Administration of child day care licensing; posting license—
 H&S Code 1596.857 _____ Right to enter child care facility—
<https://simbii.eboardsolutions.com/SU/nBplusFimID3uzJuHslshWPPk5Lw==>
- H&S Code 1597.16 _____ Licensed child care centers; lead testing—
<https://simbii.eboardsolutions.com/SU/slshBCplus4OuK8efzNWIkFhn5g==>
- Pen. Code 626.81 _____ Notice of permission granted to sex offender to volunteer on campus—
<https://simbii.eboardsolutions.com/SU/wF1N8fmmYdismT9slshzOWHgA==>
- Pen. Code 627.5 _____ Hearing request following denial or revocation of registration—
<https://simbii.eboardsolutions.com/SU/44nZLzI8OicC9GRC8xJ5AA==>
- W&I Code 10228 _____ Child care providers; posting of rates, discounts, and scholarships

Federal References

Description

- 20 USC 1232g _____ Family Educational Rights and Privacy Act (FERPA) of 1974
- 20 USC 1232h _____ Privacy rights
- 20 USC 1415 _____ Procedural safeguards
- 20 USC 6311 _____ State plan
- 20 USC 6312 _____ Local educational agency plan
- 20 USC 6318 _____ Parent and family engagement
- 20 USC 7704 _____ Impact Aid; policies and procedures related to children residing on Indian lands
- 20 USC 7908 _____ Armed forces recruiter access to students
- 34 CFR 104.32 _____ District responsibility to provide free appropriate public education
- 34 CFR 104.36 _____ Procedural safeguards
- 34 CFR 104.8 _____ Nondiscrimination
- 34 CFR 106.9 _____ Severability
- 34 CFR 200.48 _____ Teacher qualifications

34 CFR 222.94	Impact Aid; district responsibilities
34 CFR 300.300	Parent consent for special education evaluation
34 CFR 300.322	Parent participation in IEP team meetings
34 CFR 300.502	Independent educational evaluation of student with disability
34 CFR 300.503	Prior written notice regarding identification, evaluation, or placement of student with disability
34 CFR 300.504	Procedural safeguards notice for students with disabilities
34 CFR 300.508	Due process complaint
34 CFR 300.530	Discipline procedures
34 CFR 99.30	Disclosure of personally identifiable information
34 CFR 99.34	Student records; disclosure to other educational agencies
34 CFR 99.37	Disclosure of directory information
34 CFR 99.7	Student records; annual notification
40 CFR 763.84	Asbestos inspections, response actions and post-response actions
40 CFR 763.93	Asbestos management plans
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
42 USC 1758	Child nutrition programs
7 CFR 245.5	Eligibility criteria for free and reduced-price meals
7 CFR 245.6a	Verification of eligibility for free and reduced-price meals

**Management Resources-
References**

Description

U.S. Department of Agriculture- Publication	Civil Rights Compliance and Enforcement -- Nutrition Programs and Services, FNS Instruction 113-1, 2005
Website https://simbli.eboardsolutions.com/SU/UdykszdmPETuDsIshXk6R5akQ==	CSBA District and County Office of Education Legal Services --
Website https://simbli.eboardsolutions.com/SU/Wry6HD6BSTBkfn7BqplusR7BQ==	U.S. Department of Agriculture, Food and Nutrition Service --

Cross References

Description

0410 https://simbli.eboardsolutions.com/SU/zaaevHADPymJxTccxwR7xQ==	Nondiscrimination In District Programs And Activities --
0450 https://simbli.eboardsolutions.com/SU/pluss1ziLzSHzMluQe7AgmcJA==	Comprehensive Safety Plan --
0450 https://simbli.eboardsolutions.com/SU/UsIshb5Do2FeXFvy4V3cHZIjQ==	Comprehensive Safety Plan --
0460 https://simbli.eboardsolutions.com/SU/NnrYCypknzECvNyplusUjEMlg==	Local Control And Accountability Plan --
0460 https://simbli.eboardsolutions.com/SU/AIr98I5kDdHZgSH2LipSIQ==	Local Control And Accountability Plan --
0510 https://simbli.eboardsolutions.com/SU/plusCoTslshs2yVLgAinPvjmYslshxQ==	School Accountability Report Card --

- 1240 Volunteer Assistance--
<https://simbli.eboardsolutions.com/SU/kp10ULJnJknWNRSDI8npuQ==>
- 1240 Volunteer Assistance--
<https://simbli.eboardsolutions.com/SU/l3cFZ2Li2pEJplusXhdi7VsOA==>
- 1312.3 Uniform Complaint Procedures--
<https://simbli.eboardsolutions.com/SU/Qd2Fk5cisEMdsc8iJ72WtA==>
- 1312.3 Uniform Complaint Procedures--
<https://simbli.eboardsolutions.com/SU/uHJnyhA32x2VTzoXoyk3sg==>
- 3260 Fees And Charges--
<https://simbli.eboardsolutions.com/SU/jOC2sMkhe7Q0li7Bygs8Gw==>
- 3260 Fees And Charges--
<https://simbli.eboardsolutions.com/SU/OTnonnFCerdQrz37slshfQUmA==>
- 3312 Contracts--
<https://simbli.eboardsolutions.com/SU/77fKco2bwbbNhKS0i7M1xQ==>
- 3513.3 Tobacco-Free Schools--
<https://simbli.eboardsolutions.com/SU/X9aOZftu2fUw7CsIshsDVWWvQ==>
- 3513.3 Tobacco-Free Schools--
<https://simbli.eboardsolutions.com/SU/8FvvyDGsLUtUSiZDbXrf8w==>
- 3514 Environmental Safety--
<https://simbli.eboardsolutions.com/SU/nTYuxnLzFCCKy3ltwOFg1g==>
- 3514 Environmental Safety--
<https://simbli.eboardsolutions.com/SU/G4YMRlwzayT8Ng2JWpUUMw==>
- 3514.2 Integrated Pest Management--
<https://simbli.eboardsolutions.com/SU/oLYGOqKrZqIXslshNT4wePo9Q==>
- 3515.5 Sex Offender Notification--
<https://simbli.eboardsolutions.com/SU/slshbjVROITGwlk0Jv0frjOMg==>
- 3517 Facilities Inspection--
<https://simbli.eboardsolutions.com/SU/Qu70Sx9VRjkhFVwyAqTbBA==>
- 3543 Transportation Safety And Emergencies--
<https://simbli.eboardsolutions.com/SU/KmbwxaJX13dmmZpigQiJYQ==>
- 3550 Food Service/Child Nutrition Program--
<https://simbli.eboardsolutions.com/SU/b6G0uesrx96elqj3b9YJSQ==>
- 3550 Food Service/Child Nutrition Program--
<https://simbli.eboardsolutions.com/SU/KJUfTwfJdLC8ohxNnQlreA==>
- 3551 Food Service Operations/Cafeteria Fund--
<https://simbli.eboardsolutions.com/SU/KD8slshu5zvyslsh1DPKlthhEu6w==>
- 3551 Food Service Operations/Cafeteria Fund--
<https://simbli.eboardsolutions.com/SU/9W9C2lQKylAHw4stozGwWw==>
- 3553 Free And Reduced Price Meals--
<https://simbli.eboardsolutions.com/SU/wplus0XeSBZy56Lzave8Wof1g==>
- 3553 Free And Reduced Price Meals--
<https://simbli.eboardsolutions.com/SU/q5rOslsh15fMRgkH2qFv2zl8A==>
- 3555 Nutrition Program Compliance--
<https://simbli.eboardsolutions.com/SU/R7NDX5QMNLKA00EI7ubpSA==>
- 3580 District Records--
<https://simbli.eboardsolutions.com/SU/3Sr0Z1kFiUFvRUDuJPyTfA==>

3580 District Records--
<https://simbli.eboardsolutions.com/SU/jiv0bRi6kUvjmnFidgbNNg==>

4112.2 Certification--
<https://simbli.eboardsolutions.com/SU/yIwxsIshSIQJkZYNpGvWplusEHMw==>

4112.2 Certification--
<https://simbli.eboardsolutions.com/SU/HLmKwf42QLvDLfETxPCrdQ==>

4219.21 Professional Standards--
<https://simbli.eboardsolutions.com/SU/tsIshGvX497NsIshDWeemQhGWInA==>

4219.21 Professional Standards--
<https://simbli.eboardsolutions.com/SU/HD7o7NplhhVqVDbQ3WqE4Q==>

4219.21-E.PDF(1) Professional Standards-- Code Of Ethics--
<https://simbli.eboardsolutions.com/SU/ZPY3splusEa0MVC8dsdsjMDYw==>

4319.21 Professional Standards--
<https://simbli.eboardsolutions.com/SU/pDZPWlBl2rpluswohKIFkahPg==>

4319.21 Professional Standards--
<https://simbli.eboardsolutions.com/SU/2GxxA3VN2rR0JTWxegKxA==>

4319.21-E.PDF(1) Professional Standards--
<https://simbli.eboardsolutions.com/SU/LNsIshp3kr7MHICyWMunCusHw==>

5000 Concepts And Roles--
<https://simbli.eboardsolutions.com/SU/aG5KMCxrM1EMQiM0VZ8qMg==>

5020 Parent Rights And Responsibilities--
<https://simbli.eboardsolutions.com/SU/RPy1SvzkVn6opmfYi5MFhA==>

5020 Parent Rights And Responsibilities--
<https://simbli.eboardsolutions.com/SU/ktKLQyzkZosIshOXaJuNFxwfA==>

5022 Student And Family Privacy Rights--
<https://simbli.eboardsolutions.com/SU/MLevoQiddplusIsherDOs4WexQ==>

5022 Student And Family Privacy Rights--
<https://simbli.eboardsolutions.com/SU/in0VCHryU0twSrUEwhrDbA==>

5030 Student Wellness--
<https://simbli.eboardsolutions.com/SU/0Xcd44hmhINUlwwVCar1YA==>

5030 Student Wellness--
<https://simbli.eboardsolutions.com/SU/cvNTzJrR1UrqGEfvrHGCTg==>

5111 Admission--
<https://simbli.eboardsolutions.com/SU/28rp7YIloz5hOpRPkG0tzg==>

5111 Admission--
<https://simbli.eboardsolutions.com/SU/ffSI6Z0pBQ8TaNvLUb8vDA==>

5111.1 District Residency--
<https://simbli.eboardsolutions.com/SU/wXiWpCvkdtx7PKoOlkuQ9w==>

5111.1 District Residency--
<https://simbli.eboardsolutions.com/SU/n6Vc66BQf3a3I3dp1oCDBA==>

5112.2 Exclusions From Attendance--
<https://simbli.eboardsolutions.com/SU/sU8C7BcZplusEWplusKcD1WpJ4yA==>

5112.5 Open/Closed Campus--
<https://simbli.eboardsolutions.com/SU/tHY2Xcqe8fI2lkBH4y6Mw==>

5113 Absences And Excuses--
<https://simbli.eboardsolutions.com/SU/DOumx7Tlh7jCbL0LqiAZbw==>

- 5113 Absences And Excuses--
<https://simbli.eboardsolutions.com/SU/zgNCPkjkEE5TS8anvdm0JA==>
- 5116.1 Intradistrict Open Enrollment--
<https://simbli.eboardsolutions.com/SU/7pluszzN3QxCHzr0zbrrG6AGw==>
-
- 5116.1 Intradistrict Open Enrollment--
<https://simbli.eboardsolutions.com/SU/arY8Pfs6ddEslshOG1XpEEJtA==>
- 5116.2 Involuntary Student Transfers--
<https://simbli.eboardsolutions.com/SU/ZkldCE5vRXbwkgWfWB5ZPQ==>
- 5117 Interdistrict Attendance --
<https://simbli.eboardsolutions.com/SU/15tT33k2II72jvTOMjRMOQ==>
- 5117 Interdistrict Attendance --
<https://simbli.eboardsolutions.com/SU/Qmft9b7rX8y8AtpZq2sj1w==>
- 5123 Promotion/Acceleration/Retention--
<https://simbli.eboardsolutions.com/SU/tFK0TXFhdRiRXqCfEYclg==>
- 5123 Promotion/Acceleration/Retention--
<https://simbli.eboardsolutions.com/SU/YdxDUb1RslshHplusNIKdR2y3dJw==>
- 5125 Student Records --
<https://simbli.eboardsolutions.com/SU/S2xi2FplusvHt7WgWTzIvaQ9w==>
-
- 5125 Student Records --
<https://simbli.eboardsolutions.com/SU/3GVaEj2MK5KrrmCtf1q8Qg==>
- 5125.1 Release Of Directory Information--
<https://simbli.eboardsolutions.com/SU/zAI1xBSgHbXPQvo9RLplusytw==>
-
- 5125.1 Release Of Directory Information--
<https://simbli.eboardsolutions.com/SU/Gf3eRRV1mbu5KeJZa8dAfw==>
- 5125.1 - E PDF(1) Release Of Directory Information--
<https://simbli.eboardsolutions.com/SU/cyhpb7UM15uupEYx93byFA==>
- 5125.2 Withholding Grades, Diploma Or Transcripts --
<https://simbli.eboardsolutions.com/SU/FJM1ZbYqdfsbeplusWUWlxEyw==>
- 5125.3 Challenging Student Records --
<https://simbli.eboardsolutions.com/SU/yHgcNplusk9WkhT7dPxTuht5w==>
- 5132 Dress And Grooming--
<https://simbli.eboardsolutions.com/SU/pOUx20dOKdnWYG6zWqSbig==>
-
- 5132 Dress And Grooming--
<https://simbli.eboardsolutions.com/SU/fmRFHNpkV2pJfkfpvnYOfQ==>
- 5141.21 Administering Medication And Monitoring Health Conditions--
<https://simbli.eboardsolutions.com/SU/Qc24WlpCiijePuSeyVERgQ==>
- 5141.21 Administering Medication And Monitoring Health Conditions--
<https://simbli.eboardsolutions.com/SU/XylCkllKFTFVJ1mdaLedWQ==>
-
- 5141.3 Health Examinations --
<https://simbli.eboardsolutions.com/SU/8dW647gZoOezLbslshplushAES7Q==>
- 5141.3 Health Examinations --
<https://simbli.eboardsolutions.com/SU/QsAD0i11LCOPhZ0S9elAog==>
-
- 5141.31 Immunizations --
<https://simbli.eboardsolutions.com/SU/v0HDI0KXxbfoxP87I1PMTA==>
- 5141.31 Immunizations --
<https://simbli.eboardsolutions.com/SU/hhQaTwOID8zxJggQx6M28A==>

5141.32	Health Screening For School Entry--	https://simbli.eboardsolutions.com/SU/RFuFIHOTHfzplusJAipn6JslshAA==
5141.6	School Health Services--	https://simbli.eboardsolutions.com/SU/3svnTVDr2slshEXNr8U3u9SQ==
5141.6	School Health Services--	https://simbli.eboardsolutions.com/SU/e6hwFyoubKwfv0PuA2ZJEQ==
5142.1	Identification And Reporting Of Missing Children--	https://simbli.eboardsolutions.com/SU/rjmN6T593mq5q8HFuaJLGQ==
5143	Insurance--	https://simbli.eboardsolutions.com/SU/chGiudWciEt8DP0mHq3tqw==
5143	Insurance--	https://simbli.eboardsolutions.com/SU/0EvtPZZ6DAA9EQRez0plusJbw==
5144	Discipline--	https://simbli.eboardsolutions.com/SU/AQqhNX6lBzioA0CkVsKUhw==
5144	Discipline--	https://simbli.eboardsolutions.com/SU/UjKVo5ev6b5fjXT5vIDMuQ==
5144.1	Suspension And Expulsion/Due Process--	https://simbli.eboardsolutions.com/SU/zmkCpD0bMpLtbSigldDL3g==
5144.1	Suspension And Expulsion/Due Process--	https://simbli.eboardsolutions.com/SU/Pq787h0ddqEXR9TLfg3Yxw==
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)--	https://simbli.eboardsolutions.com/SU/n5USXUk1D5QEPZdFgaNxiw==
5145.12	Search And Seizure--	https://simbli.eboardsolutions.com/SU/tC03dj7gH4qahbTkaxoBOQ==
5145.12	Search And Seizure--	https://simbli.eboardsolutions.com/SU/Xplusv2slshX9uZM86bxeXTfPHxg==
5145.3	Nondiscrimination/Harassment--	https://simbli.eboardsolutions.com/SU/lBslshXJfnmFplusnplusTxfY1slplA==
5145.3	Nondiscrimination/Harassment--	https://simbli.eboardsolutions.com/SU/n8tdEh2i1plusYj1zB1fMwgow==
5145.7	Sexual Harassment--	https://simbli.eboardsolutions.com/SU/L180hjpluslp3Lax8sicKJEcQ==
5145.7	Sexual Harassment--	https://simbli.eboardsolutions.com/SU/6YQShaMkFc1zVdjj6e0wSg==
5145.8	Refusal To Harm Or Destroy Animals--	https://simbli.eboardsolutions.com/SU/slshVJMBMRkbslsh3hnb8nALhOJg==
5146	Married/Pregnant/Parenting Students--	https://simbli.eboardsolutions.com/SU/YcO9b7ZPSY0gplusn5nnlFFgw==
5146	Married/Pregnant/Parenting Students--	https://simbli.eboardsolutions.com/SU/eGC8MxMtiPp2gFD66nJdUg==
5148.2	Before/After School Programs--	https://simbli.eboardsolutions.com/SU/DBD64nMr4CUjIVpQagA7HQ==
5148.2	Before/After School Programs--	https://simbli.eboardsolutions.com/SU/CWuBD6HJFDAnI0ySe3NWVA==
5148.3	Preschool/Early Childhood Education--	https://simbli.eboardsolutions.com/SU/Aj67dJ0qYtZYkaoMjpmGWA==

- 5148.3 Preschool/Early Childhood Education--
<https://simbli.eboardsolutions.com/SU/MkaplusjTi8sBIVOXDmzplusstNA==>
- 6020 Parent Involvement--
<https://simbli.eboardsolutions.com/SU/tjYDorHUEyBtfrRfeGgWUg==>
- 6020 Parent Involvement--
<https://simbli.eboardsolutions.com/SU/NoplusUuplusjJllrwe3k7G6HZQ==>
- 6111 School Calendar--
<https://simbli.eboardsolutions.com/SU/DyNVuZOLOe3unonrXSxplusQQ==>
- 6112 School Day--
<https://simbli.eboardsolutions.com/SU/o3mV0EDqfqQ7Rplusr63Xa07A==>
- 6112 School Day--
<https://simbli.eboardsolutions.com/SU/bVn53plus5QKqlwa2DBOdkBnQ==>
- 6142.1 Sexual Health And HIV/AIDS Prevention Instruction--
<https://simbli.eboardsolutions.com/SU/VN4Ee2Zw67m5FR3EjcefZg==>
- 6142.1 Sexual Health And HIV/AIDS Prevention Instruction--
<https://simbli.eboardsolutions.com/SU/HMVPgz0baGrS3DLXuxnl1A==>
- 6143 Courses Of Study--
<https://simbli.eboardsolutions.com/SU/p2ENGRvMbhcDAPAS7NrAIQ==>
- 6143 Courses Of Study--
<https://simbli.eboardsolutions.com/SU/UVn45WDQsT9780pbOsiFdA==>
- 6145.2 Athletic Competition--
<https://simbli.eboardsolutions.com/SU/drUrEnEOpzri1uTAAroQdA==>
- 6145.2 Athletic Competition--
<https://simbli.eboardsolutions.com/SU/736Z8vHbVVvZl8yKuc7uMg==>
- 6154 Homework/Makeup Work--
<https://simbli.eboardsolutions.com/SU/UUQTddQ9ohk0iTJrebBVSg==>
- 6154 Homework/Makeup Work--
<https://simbli.eboardsolutions.com/SU/lvy3RoSW19Pf5d4BYW1E1Q==>
- 6158 Independent Study--
<https://simbli.eboardsolutions.com/SU/sOdZVgfZYS89Jf92plusEdNcg==>
- 6158 Independent Study--
<https://simbli.eboardsolutions.com/SU/px0avidl6Z7KvNfpplusRWSvA==>
- 6159 Individualized Education Program--
<https://simbli.eboardsolutions.com/SU/xzRFggGjr1thleoortr6EA==>
- 6159 Individualized Education Program--
<https://simbli.eboardsolutions.com/SU/S532zqlHpCtwyqnnRYChiQ==>
- 6159.1 Procedural Safeguards And Complaints For Special Education--
<https://simbli.eboardsolutions.com/SU/uJcsplusql9i79TEwVYjnrpXA==>
- 6159.1 Procedural Safeguards And Complaints For Special Education--
<https://simbli.eboardsolutions.com/SU/elFcfC8LFAiGplusdiXLM1tZw==>
- 6159.4 Behavioral Interventions For Special Education Students--
<https://simbli.eboardsolutions.com/SU/2i46x0XNYxDsgouM3Aqasishg==>
- 6162.8 Research--
<https://simbli.eboardsolutions.com/SU/PWrmGtdRdDdyZP9xgRutEQ==>
- 6162.8 Research--
<https://simbli.eboardsolutions.com/SU/7VJUTiDJ0fRj9pxlmMnTjA==>

6164.2 Guidance/Counseling Services--
<https://simbli.eboardsolutions.com/SU/ftN6QdbSEZiHLzeBplus1Pf4A==>

6164.2 Guidance/Counseling Services--
<https://simbli.eboardsolutions.com/SU/JWRtd1plusNpGNplusbbglisuFYg==>

6164.4 Identification And Evaluation Of Individuals For Special Education--
<https://simbli.eboardsolutions.com/SU/3XYnOnplusKaAwFwoFOij1xUA==>

6164.4 Identification And Evaluation Of Individuals For Special Education--
<https://simbli.eboardsolutions.com/SU/sqf5R9wslshJDPaENYXGZfvLg==>

6164.6 Identification And Education Under Section 504--
<https://simbli.eboardsolutions.com/SU/Qxa6y1pojXxIVJF6eGxfwQ==>

6164.6 Identification And Education Under Section 504--
<https://simbli.eboardsolutions.com/SU/KWwJgJPQnX3WY0RrMkSTgQ==>

6170.1 Transitional Kindergarten--
<https://simbli.eboardsolutions.com/SU/G2QQlpRTuKy2Flagku4IRQ==>

6173 Education For Homeless Children--
<https://simbli.eboardsolutions.com/SU/Qeh3lrpwC9COINdEFpojBA==>

6173 Education For Homeless Children--
<https://simbli.eboardsolutions.com/SU/45j0dsdpluss9tdrkt9pFERFw==>

6173-E PDF(1) Education For Homeless Children--
<https://simbli.eboardsolutions.com/SU/QvGXdUmZplusfIBMoslshEBOJDslshw==>

6173-E PDF(2) Education For Homeless Children--
<https://simbli.eboardsolutions.com/SU/NHkG5UyunB2vvrp2pYpBeQ==>

6173.1 Education For Foster Youth--
<https://simbli.eboardsolutions.com/SU/Tbvm5PS1eB5wplus4vmoCkFZw==>

6173.1 Education For Foster Youth--
<https://simbli.eboardsolutions.com/SU/gToUldEvCYOLB7f7DQzbFQ==>

6175 Migrant Education Program--
<https://simbli.eboardsolutions.com/SU/qtWYvj2EX8EDu56Nyk7keA==>

6175 Migrant Education Program--
<https://simbli.eboardsolutions.com/SU/puuZcTPZX0LFZAvsAqLslshmq==>

6183 Home And Hospital Instruction--
<https://simbli.eboardsolutions.com/SU/b4e00HtlhUjYWKswRk0f6Q==>

9310 Board Policies--
<https://simbli.eboardsolutions.com/SU/11VAERiGO2BcJFWdUBF5uA==>

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 06, 2024

Agenda Section: Section G: Conclusion

Superintendent's Report (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.

FISCAL IMPACT:

N/A

RECOMMENDATION:

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.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 06, 2024

Agenda Section: Section G: Conclusion

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.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 06, 2024

Agenda Section: Section G: Conclusion

ADJOURNMENT

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Rodriguez ____, Gonzales ____, Madrigal Lopez ____, Robles-Solis ____

Anabolena DeGenna, Ed. D.

District Superintendent and Secretary to the Board of Trustees

This notice is posted in conformance with the provisions of Chapter 9 of the Government Code, in the front of the Educational Services Center; 1051 South A Street , Oxnard, California by 5:00 p.m. on Friday, March 1, 2024.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A