

## Mesa Union School District

**Agenda for the Board Meeting of the Board of Trustees to be held on Tuesday, November 17, 2015, at 6:00 p.m. in the School Multi-Purpose Room located at 3901 North Mesa School Road, Somis, California 93066**

The Regular Board Meeting of the Board of Trustees will begin at 6:00 p.m. with closed session and approximately 6:30 p.m. for open session. A complete agenda packet is available at the District Office, 3901 North Mesa School Road, Somis, Monday and Tuesday prior to a regularly scheduled meeting and online at [www.mesaschool.org](http://www.mesaschool.org).

**1. CALL TO ORDER AND RECOGNITION OF A QUORUM:**

Time _____	Present	Absent
Mr. Steven Sullivan, President	_____	_____
Mr. Rick Murray, Vice President	_____	_____
Mrs. Tonya Brunett, Trustee	_____	_____
Mrs. Mary Crull, Trustee	_____	_____
Mr. Bryan Stotko, Trustee	_____	_____
Mr. Jeff Turner, Superintendent	_____	_____
Mr. Ryan Howatt, Principal	_____	_____
Mrs. Tami Peterson, Chief Business Official	_____	_____
Mrs. Erica Magdaleno, Executive Assistant	_____	_____

**2. ADOPTION OF AGENDA**

Usually an agenda covers an entire session, in which case it is the order of business for that session and is adopted by majority vote of the assembly. Thereafter, no change can be made in the agenda except by a two-thirds vote or by unanimous consent. At the point of adoption of the agenda, any Board member or the Superintendent can request that the agenda be re-ordered.

**3. PUBLIC COMMENT ON CLOSED SESSION ITEMS:**

At this time, any member of the public may address the Board concerning the closed session items. A person addressing the Board is urged to use not more than three (3) minutes of time. If you wish to address the Board, please plan to complete a Speaker Form prior to the start of the meeting. Forms are available in the District Office, at the Board meeting and online at [www.mesaschool.org](http://www.mesaschool.org)

**4. CLOSED SESSION:**

During this time, the Board may adjourn to closed session to discuss confidential material relating to:

- A. Personnel as authorized by Government Code §54957 – as it relates to personnel needs for the 2015-2016 school year.
- B. Negotiations as it relates to MUTA and MUST authorized by Government Code §3549.1
- C. Superintendent's Mid-Year Evaluation authorized by Government Code §54957

**ADJOURN FROM CLOSED: Time**\_\_\_\_\_

**RECONVENE IN PUBLIC**

**(Approximate time-6:30pm) Time:** \_\_\_\_\_

**Report of actions taken during closed session:** The president of the Board will report on actions taken during closed session.

**5. OFFICIAL OPENING - PLEDGE OF ALLEGIANCE**

**6. MINUTES**

*It is the recommendation of the District Administration that the Board of Trustees approve the minutes of the Regular Board Meeting of October 20, 2015.*

**7. AUDIENCE TO ADDRESS BOARD OF TRUSTEES**

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**PRESENTATIONS/COMMENTS BY THE PUBLIC.** All individuals are invited to speak to the Board during public comment on matters related to the district. If you wish to address the Board, please plan to complete a Speaker Form prior to the start of the meeting. Forms are available in the District Office, at the Board meeting and online at [www.mesaschool.org](http://www.mesaschool.org)

A. Recognition of the Mesa Union School District Girls Volleyball Team.

**8. SUPERINTENDENT/PRINCIPAL'S REPORTS:**

**Superintendent:**

A. 1 to 1 Technology Initiative

B. District of Choice Update

C. Facilities Update

**9. BOARD MEMBERS' REPORTS AND COMMUNICATIONS:**

A. Correspondence

B. Board members' reports and communications

C. Board members' interests and concerns

**10. Open Public Hearing**

**A. Public Hearing on the Initial Proposal of the Mesa Union School District to the MESA UNION TEACHERS' ASSOCIATION (MUTA):**

Presentation of the Initial Proposal of the Mesa Union School District to the MESA UNION TEACHERS' ASSOCIATION (MUTA) for the 2015-2016 SCHOOL YEAR FOR NEGOTIATIONS; and Public Comment (*In accordance with Government Code section 3547, all initial bargaining proposals of a public school employer shall be presented at a public meeting of the public school employer. The initial bargaining proposal of the Mesa Union School District to the MESA UNION TEACHERS ASSOCIATION (MUTA) was first made public at the October 20, 2015, Meeting of the Board of Trustees and is hereby returned to this agenda for public discussion.*

**Close Public Hearing Time:** \_\_\_\_\_

**Open Public Hearing**

**B. Public Hearing on the Initial Proposal of the MESA UNION TEACHERS' ASSOCIATION (MUTA) to the Mesa Union School District:**

Presentation of Initial Proposal of the MESA UNION TEACHERS' ASSOCIATION(MUTA) to the Mesa Union School District for the 2015-2016 SCHOOL YEAR FOR NEGOTIATIONS; and Public Comment (*In accordance with Government Code section 3547, all initial bargaining proposals of a public school employer shall be presented at a public meeting of the public school employer. The initial bargaining proposal of the Mesa Union School District to the MESA UNION TEACHERS' ASSOCIATION (MUTA) was first made public at the October 20, 2015, Meeting of the Board of Trustees and is hereby returned to this agenda for public discussion.*

**Close Public Hearing Time:** \_\_\_\_\_

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## 11. CONSENT AGENDA:

*\*Approval of Consent Agenda – All items on the Consent Agenda are to be approved as one motion unless a Board member requests separate action on a specific item. Each item approved shall be deemed to have been read in full and adopted as recommended.*

### A. Purchase Orders – Mesa

*It is the recommendation of the district administration that the Purchase Orders be approved as presented.*

**PLEASE SEE AGENDA ITEM 11A IN THE PACKET**

### B. Check Register – Mesa

*It is the recommendation of the District Administration that the Check Register be approved as presented.*

**PLEASE SEE AGENDA ITEM 11B IN THE PACKET**

### C. Statement of Revenues and Expenditures (October 2015)

*It is the recommendation of the District Administration that the Statement of Revenues and Expenditures be approved as presented.*

**PLEASE SEE AGENDA ITEM 11C IN THE PACKET**

### D. Golden Valley Charter School Statement of Revenue and Expenditures

*It is the recommendation of the District Administration that the Statement of Revenue and Expenditures from the Golden Valley Charter School be approved as presented.*

**PLEASE SEE AGENDA ITEM 11D IN THE PACKET**

### E. Current Enrollment Report

*It is the recommendation of the District Administration that the Enrollment Report be approved as presented.*

**PLEASE SEE AGENDA ITEM 11E IN THE PACKET**

### F. Student of the Month Listing

*It is the recommendation of the district administration that the Student of the Month listing be accepted as presented.*

**PLEASE SEE AGENDA ITEM 11F IN THE PACKET**

### G. Receipt of Ventura County Report of Investments for the Quarter ending September 30, 2015.

*It is the recommendation of the district administration that the Ventura County Report of Investments for the Quarter ending September 30, 2015 be approved as presented.*

**PLEASE SEE AGENDA ITEM 11G IN THE PACKET**

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- H.** Addendum to Contract-Preparation of government-wide statements for the Ventura County Schools Business services Authority and their member Districts.

*It is the recommendation of the district administration that the Addendum to Contract-Preparation of government-wide statements for the Ventura County School Business services Authority and their member districts be approved as presented.*

**PLEASE SEE AGENDA ITEM 11H IN THE PACKET**

- I.** Ventura County Office of Education Annual Software Support Renewal for SIS Student Information System service agreement.

*It is the recommendation of the district administration that the Ventura County Office of Education Annual Software Support for SIS Student information System service agreement be approved.*

**PLEASE SEE AGENDA ITEM 11I IN THE PACKET**

- J.** Permission to utilize the piggyback and California Department of General Services Contract.

(Districts throughout California and other states may include a piggyback clause in their bid documents and contracts with vendors. This allows other districts to bypass their own bid process and purchase goods or services that have already been bid by another agency. Public school districts are also allowed to participate in various leveraged procurement contracts through the California Department of General Services (DGS), including the California Multiple Award Schedule Program (CMAS), the Western States Contracting Alliance (WSCA), and other statewide commodity contracts.)

*It is the recommendation of the district administration that the permission to utilize the piggyback and California Department of General Services Contract be approved.*

**PLEASE SEE AGENDA ITEM 11J IN THE PACKET**

## **12. ACTION/DISCUSSION ITEMS:**

- A.** Consideration of Adoption of Resolution #15-16-06 Regarding Annual & Five –Year Accounting of Development Fees for Fiscal Year 2014-2015 as per GC66001(D)

*It is the recommendation of the District Administration that the Board of Trustees adopt Resolution #15-16-06.*

**PLEASE SEE AGENDA ITEM 12A IN THE PACKET**

- B.** Consideration of approval to purchase devices and computer carts for grades 3 through 8.

*It is the recommendation of the District Administration that the Board of Trustees approve the request to purchase devices for grades 3 through 8.*

**PLEASE SEE AGENDA ITEM 12B IN THE PACKET**

- C.** Consideration of approval to purchase devices for classroom technology enhancement package.

*It is the recommendation of the District Administration that the Board of Trustees approve the request to purchase devices for classroom technology enhancement package.*

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**PLEASE SEE AGENDA ITEM 12C IN THE PACKET**

- D.** Discuss and Adopt the Initial Proposal of the Mesa Union School District to the MESA UNION TEACHERS' ASSOCIATION (MUTA) for the 2015-2016 school year for negotiations. (In accordance with Government Code section 3547, discuss and adopt the initial proposal of the Mesa Union School District to the MESA UNION TEACHERS' ASSOCIATION (MUTA) for the 2015-2016 school year for negotiations).

*It is the recommendation of the District Administration that the Board of Trustees adopt the initial proposal of the Mesa Union School District to the MESA UNION TEACHERS' ASSOCIATION (MUTA) for the 2015-2016 school year for negotiations.*

**PLEASE SEE AGENDA ITEM 12D IN THE PACKET**

- E.** Discuss and Acknowledge Receipt of the Initial Proposal of the MESA UNION TEACHERS' ASSOCIATION (MUTA) to the Mesa Union School District for the 2015-2016 school year negotiations. (In accordance with Government Code section 3547, discuss and acknowledge receipt by the Board of the initial proposal of the MESA UNION TEACHERS' ASSOCIATION (MUTA) to the Mesa Union School District for the 2015-2016 school year for negotiations).

*It is the recommendation of the District Administration that the Board of Trustees discuss and acknowledge receipt of the initial proposal of the MESA UNION TEACHERS' ASSOCIATION (MUTA) to the Mesa Union School District for the 2015-2016 school year for negotiations.*

**PLEASE SEE AGENDA ITEM 12E IN THE PACKET**

- F.** Receive the initial proposal of the Mesa Union Support Team (MUST) to the Mesa Union School District for the 2015-2016 school year.

In accordance with Government Code section 3547, all initial bargaining proposals of an exclusive bargaining representative shall be presented at a public meeting of a public school employer and thereafter, shall be public record. The Mesa Union Support Team (MUST) hereby presents its initial proposal to the Mesa Union School District. This proposal shall be available for public review in District Office from November 18, 2015- December 14, 2015, and the public will have an opportunity to respond to this proposal at the next scheduled Board meeting. Mesa Union School District Agenda for the Regular Meeting of the Board of Trustees to be held on Tuesday, December 15, 2015, at 6:00 p.m. in the School Multi-Purpose Room located at 3901 North Mesa School Road, Somis, California 93066.

*It is the recommendation of the District Administration that the Board of Trustees review the received initial proposal of the Mesa Union Support Team (MUST) to the Mesa Union School District for the 2015-2016 school year.*

**PLEASE SEE AGENDA ITEM 12F IN THE PACKET 12L**

- G.** Consideration of Approval of the 6<sup>th</sup> grade field trip request to Rancho Alegre for Outdoor School from December 1, 2015 to December 4, 2015.

*It is the recommendation of the District Administration that the Board of Trustees approve the 6<sup>th</sup> grade field trip request to Ranch Alegre for Outdoor School from December 1, 2015 to December 4, 2015.*

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**PLEASE SEE AGENDA ITEM 12G**

- H.** First Read for the October 2015 board policy minor revisions.

*It is the recommendation of the District Administration that the Board of Trustees review the policies in section 0000-9000 for the October 2015 CSBA updates. These policies will be placed on the December agenda.*

**PLEASE SEE AGENDA ITEM 12H IN THE PACKET**

- I.** First Read for the October 2015 board policy revisions.

*It is the recommendation of the district administration that the Board of Trustees review the policies in sections 0000-9000 for the October 2015 CSBA updates. These policies will be placed on the December agenda.*

**PLEASE SEE AGENDA ITEM 12I IN THE PACKET**

## **13. PERSONNEL:**

- A.** Consideration of approval to increase the hours to the library media technician position to hours to 8 hours per day.

*It is the recommendation of the District Administration that the Board of Trustees approve the increase of hours to the library media technician position to 8 hours per day.*

- B.** Consideration of approval of the health clerk job description. Salary placement to be on the classified salary schedule Range R2-015.

*It is the recommendation of the District Administration that the Board of Trustees approve the health clerk job description.*

**PLEASE SEE AGENDA ITEM 13A IN THE PACKET**

## **14. ITEMS FOR FUTURE CONSIDERATION:**

- A.** Board Workshop Series
- B.** Safety Plan
- C.** School Accountability Report Card (SARC)
- D.** Annual Reorganization
- E.** First Interim

## **15. FUTURE MEETINGS:**

- A.** December 15, 2015 at 6:00 p.m.

## **16. ADJOURNMENT:**

**Time:** \_\_\_\_\_

In accordance with requirement 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.

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<b>Call to Order</b>	The September 15, 2015, Regular Meeting of the Board of Trustees of the Mesa Union School District was called to order at 6:00 p.m. in the Multi-Purpose Room.
<b>Roll Call</b>	<p>Board members present were Steven Sullivan, Mary Crull, and Rick Murray. Bryan Stotko and Tonya Brunett were absent.</p> <p>District administrators present were Mr. Turner, superintendent, Erica Magdaleno, executive assistant, Ryan Howatt, principal and Tami Peterson, chief business officer.</p>
<b>Agenda</b>	The agenda was adopted by common consent.
<b>Public Comment</b>	There were no public comments on closed session items.
<b>Closed Session</b>	<p>At 6:02 p.m., Trustee Sullivan asked for public comment on closed session items. Hearing none, he announced that the Board would go into closed session to discuss Personnel authorized by Government Code 54947 as it relates to personnel needs for 2015-2016 school year and Negotiations as it relates to MUTA and MUST authorized by Government Code 54947.</p> <p>Trustee Brunett and Trustee Stotko arrived to closed session at 6:08 p.m.</p>
<b>Reconvene to Open Session</b>	<p>At 7:14 p.m., the Board of Trustees returned to open session. President Sullivan reported that the Board of Trustees had just returned from closed session where they discussed Personnel authorized by Government Code 54947 as it relates to personnel needs for 2015-2016 school year and Negotiations as it relates to MUTA and MUST authorized by Government Code 54947.</p> <p>No action taken.</p>
<b>Pledge of Allegiance</b>	Trustee Sullivan led the Pledge of Allegiance.
<b>Minutes</b>	The minutes of the Regular Board Meeting of September 15, 2015 and the minutes of the Special Board Meeting of September 24, 2015 were approved by common consent.
<b>Public Comment</b>	There were no public comments.
<b>Superintendent's Report</b>	<p><b>Wellness Committee:</b> Mr. Turner provided an update on the Wellness Committee. The committee met on Oct. 12<sup>th</sup> for first time. The committee included parents, staff, teachers, and community members. The committee drafted a set of goals. Mr. Turner shared the four draft goals:</p> <p><b>Goal 1:</b> Partner with parents, guardians, students and community to provide education and information regarding district, school and student wellness.</p> <p><b>Goal 2:</b> Provide students with a variety of quality nutritious meals and snacks that promote healthy growth and development.</p> <p><b>Goal 3:</b> Facilitate student learning of lifelong healthy habits.</p> <p><b>Goal 4:</b> Promote, offer and expand student experiences with physical wellness.</p> <p>The committee will meet on October 28<sup>th</sup> and begin to develop metrics to measure goal progress. The committee will also review and evaluate current district and school wellness activities. Mr. Turner shared that he will continue to provide the Board with updates of the Wellness Committee.</p> <p>Trustee Brunett shared that all the goals were great and suggested that all changes and information be conveyed and delivered by the District instead of the Wellness Committee.</p>

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Mr. Turner agreed that the Wellness Committee role and responsibilities are to provide input and the District will convey the changes.

Trustee Sullivan suggested that as the Wellness Committee evolves, he would like to see the Wellness Committee attend Board meetings and provide a presentation which will allow them to interface with the Board.

**District of Choice:** Mr. Turner provided a presentation to address questions the Board had at the last Board meeting regarding the number of in-district students that requested inter-district transfers to other districts and the attendance rate for in-district and inter-district students. Mr. Turner also provided an explanation of the advantages of approving district of choice for the 2016-2017 school year. Mr. Turner recommends that the Board approve the district of choice procedures and applications.

Trustee Murray shared his concerns regarding the decline in enrollment for the in-district students.

Mr. Turner shared that there has also been a decline in the number of students on the inter-district waiting list. Mr. Turner and Mr. Howatt are working on providing more course offerings in the middle school to attract in-district and inter-district students.

Trustee Sullivan inquired on the demographics of the enrollment decline. At what grade level are students leaving Mesa? Is the decline in elementary or middle school? Is the decline a result of the courses that are not being offered in middle school? Mr. Turner advised that he will provide that data at the next Board meeting.

Trustee Brunett inquired on what is driving students to Mesa. Mr. Turner suggested that by providing district of choice, families are able to enroll earlier than the traditional enrollment time and many families choose to attend Mesa for the programs that are offered. Mesa offers full day kindergarten.

Trustee Crull addressed that it is a challenge for families that do not have afterschool child care. Not having after school child care may be a disadvantage for Mesa. Mr. Turner shared that at his previous district a kinder camp was developed to address child care concerns.

Trustee Murray inquired on what advertisement is used to announce district of choice to the community other than an advertisement in the local newspaper. Mr. Turner confirmed that no other advertisement has been made. This year, as suggested by Trustee Crull, district of choice information will be provide to the local preschools.

Trustee Brunett suggested enticing new kinder students by providing each student with a tablet. Many of the neighboring schools are providing students with 1 to 1 technology. Mr. Turner shared that he hopes to have 1 to 1 computing by the fall of next year.

Mr. Turner shared the first month attendance data with the board. The current school wide attendance is 98%. Mr. Turner will continue to bring the monthly attendance for the board to review.

**CAASPP:** Mr. Turner presented the Board with a presentation of the California Assessment of Student Performance and Progress results. Mr. Turner shared that all subgroups performed above th state and county average.

Trustee Sullivan suggested posting the presentation on the school website and providing students with a positive message for their performance. Mr. Turner also suggested recognizing teachers

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**Principal's Report**

for their students' performance.

**Principal Action Research Project:** Mr. Howatt shared a presentation on his principal action research project which included the District Local Control Accountability Plan goals and the Single School Plan of student achievement goals. Mr. Howatt shared that two of the goals in the Single Plan of Student Achievement were missed by one percent. Mr. Howatt also shared that part of his action research project is to look at a comprehensive school needs assessment process which includes data analysis, patterns and trends, and implications for teaching and learning.

Mr. Turner shared that the district needs to develop a systematic assessment system that mirrors the CAASPP. Mr. Turner would like to develop a transparent system that can be accessed by all. The development of such assessments will be multi-year project.

Mr. Howatt will continue to work on developing his action research project. Mr. Howatt provided goals, strategies and outcomes that teachers will focus on. Mr. Howatt will continue to analyze student growth through multiple measures, continue benchmark debriefing processes, monitor engagement strategies, and plan professional learning for the 2016-2017 school year.

**Board Members', Correspondence:** None

**Board Members', Reports and Communications:**

Trustee Sullivan shared that he attended the annual meeting for Ventura County Committee on School District Organization on October 19<sup>th</sup>. The purpose of the committee is to elect members to the district organization and evaluate if school matters are being resolved such as school unification and boundaries. At the meeting, two of the members', Leo Molitor and Jan Iceland, terms had expired. Kathi Smith was elected for District 1, and Jan Iceland was reelected to represent District 2. Following the annual meeting for the Ventura County Committee on School District Organization, Trustee Sullivan attended the CSBA dinner meeting. Speaker Hedy Chang, Director of Attendance Works presented on Reducing Chronic Absences. Trustee Sullivan shared that the state of California defines chronic absence as missing 10% or more of the school year. Trustee Sullivan shared that he was most surprised to hear that some of chronic absences are occurring as early as grade K-3 not only in California, but nationwide.

Mr. Howatt shared that in the last Mesa Matters he provided information on the harmful effects of chronic absences. Attendance is critical for student success.

**Board Members', Interests and Concerns:** None

**Consent Agenda**

**Consent Agenda:**

Purchase Orders \$188, 479.96

Checks totaling \$329,206.92

Fund Balances

Golden Valley Charter School income/expenditure statement

Enrollment 603

Renewal of the services agreement with Infinity Communications and Consulting for E-Rate consulting services effective October 6, 2015 and ending June 30, 2018.

Consent agenda was adopted by common consent.

**GVCS Unaudited Actuals**

CBO Tami Peterson shared information on the Golden Valley Charter School Unaudited Actuals for 2014-2015.

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<b>Resolution#15-16-04</b> <b>Gann Limit</b>	<b>Action Items:</b> On motion of Trustee Murray, seconded by Trustee Stotko, and carried with a 5-0-0 vote, Resolution #15-16-04 Gann Limit was adopted. <b>Vote:</b> Brunett: <b>Aye</b> Crull: <b>Aye</b> Murray: <b>Aye</b> Stotko: <b>Aye</b> Sullivan: <b>Aye</b> Ayes: <b>5</b> Noes: <b>0</b> Abstentions: <b>0</b> Absent: <b>0</b>
<b>Resolution #15-16-05</b> <b>Recognition of Red Ribbon Week</b>	On motion of Trustee Stotko, seconded by Trustee Brunett, and carried with a 5-0-0 vote, Resolution #15-16-05 in Recognition of National Red Ribbon Week October 23-October 31, 2015 was adopted. <b>Vote:</b> Brunett: <b>Aye</b> Crull: <b>Aye</b> Murray: <b>Aye</b> Stotko: <b>Aye</b> Sullivan: <b>Aye</b> Ayes: <b>5</b> Noes: <b>0</b> Abstentions: <b>0</b> Absent: <b>0</b>
<b>Ventura County Special Education Local Plan Area(SELPA) local plan</b>	On motion of Trustee Murray, seconded by Trustee Stotko, and carried with a 5-0-0 vote, the revised Ventura County Special Education Local Plan Area (SELPA) local plan was approved. <b>Vote:</b> Brunett: <b>Aye</b> Crull: <b>Aye</b> Murray: <b>Aye</b> Stotko: <b>Aye</b> Sullivan: <b>Aye</b> Ayes: <b>5</b> Noes: <b>0</b> Abstentions: <b>0</b> Absent: <b>0</b>
<b>Ventura County Special Education Local Plan Area(SELPA) assurances</b>	On motion of Trustee Murray, seconded by Trustee Stotko, and carried with a 5-0-0 vote, the Special Education Local Plan Area (SELPA) local agency assurances were approved. <b>Vote:</b> Brunett: <b>Aye</b> Crull: <b>Aye</b> Murray: <b>Aye</b> Stotko: <b>Aye</b> Sullivan: <b>Aye</b> Ayes: <b>5</b> Noes: <b>0</b> Abstentions: <b>0</b> Absent: <b>0</b>
<b>Certification of Signatures</b>	On motion of Trustee Stotko, seconded by Trustee Brunett, and carried with a 5-0-0 vote, the Certification of Signatures for the period of October 20, 2015-December 15, 2015 was accepted. <b>Vote:</b> Brunett: <b>Aye</b> Crull: <b>Aye</b> Murray: <b>Aye</b> Stotko: <b>Aye</b> Sullivan: <b>Aye</b> Ayes: <b>5</b> Noes: <b>0</b> Abstentions: <b>0</b> Absent: <b>0</b>
<b>Service contract agreement with SchoolWorks, Inc.</b>	On motion of Trustee Murray, and seconded by Trustee Stotko, and carried with a 5-0-0 vote, the service contract agreement with SchoolWorks, Inc. to complete a revised developer fee study was approved. <b>Vote:</b> Brunett: <b>Aye</b> Crull: <b>Aye</b> Murray: <b>Aye</b> Stotko: <b>Aye</b> Sullivan: <b>Aye</b> Ayes: <b>5</b> Noes: <b>0</b> Abstentions: <b>0</b> Absent: <b>0</b>
<b>Agreement with Empire Therapeutic and Creative Services for Counseling Services</b>	On motion of Trustee Crull, and seconded by Trustee Murray, and carried with a 5-0-0 vote, the agreement with Empire Therapeutic and Creative Services for Counseling Services for the 2015-2016 school year for non-Special Education students was approved. <b>Vote:</b> Brunett: <b>Aye</b> Crull: <b>Aye</b> Murray: <b>Aye</b> Stotko: <b>Aye</b> Sullivan: <b>Aye</b> Ayes: <b>5</b> Noes: <b>0</b> Abstentions: <b>0</b> Absent: <b>0</b>
<b>8<sup>th</sup> Grade field trip request to Museum of Tolerance</b>	On motion of Trustee Stotko, and seconded by Trustee Brunett, and carried with a 5-0-0 vote, the 8 <sup>th</sup> grade field trip to Museum of Tolerance on Tuesday March 8, 2016 was approved. <b>Vote:</b> Brunett: <b>Aye</b> Crull: <b>Aye</b> Murray: <b>Aye</b> Stotko: <b>Aye</b> Sullivan: <b>Aye</b> Ayes: <b>5</b> Noes: <b>0</b> Abstentions: <b>0</b> Absent: <b>0</b>

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<b>8<sup>th</sup> Grad field trip request to Magic Mountain</b>	On motion of Trustee Crull, and seconded by Trustee Stotko, and carried with a 5-0-0 vote, the 8 <sup>th</sup> grade field trip to Magic Mountain on Friday, June 10, 2016 was approved. <b>Vote:</b> Brunett: <b>Aye</b> Crull: <b>Aye</b> Murray: <b>Aye</b> Stotko: <b>Aye</b> Sullivan: <b>Aye</b> Ayes: <b>5</b> Noes: <b>0</b> Abstentions: <b>0</b> Absent: <b>0</b>
<b>GATE field trip request to iFLY Hollywood</b>	On motion of Trustee Murray, and seconded by Trustee Stotko, and carried with a 5-0-0 vote, the GATE field trip request to iFLY Hollywood on Thursday, February 2, 2016 was approved. <b>Vote:</b> Brunett: <b>Aye</b> Crull: <b>Aye</b> Murray: <b>Aye</b> Stotko: <b>Aye</b> Sullivan: <b>Aye</b> Ayes: <b>5</b> Noes: <b>0</b> Abstentions: <b>0</b> Absent: <b>0</b>
<b>Quarterly Report on Williams Uniform Complaints</b>	On motion of Trustee Stotko, and seconded by Trustee Crull, and carried with a 5-0-0 vote, the Quarterly Report on Williams Complaints for the quarter ending September 2015 was accepted. <b>Vote:</b> Brunett: <b>Aye</b> Crull: <b>Aye</b> Murray: <b>Aye</b> Stotko: <b>Aye</b> Sullivan: <b>Aye</b> Ayes: <b>5</b> Noes: <b>0</b> Abstentions: <b>0</b> Absent: <b>0</b>
<b>District of Choice</b>	On motion of Trustee Crull, and seconded by Trustee Brunett, and carried with a 5-0-0 vote, the District of Choice procedures and application for the 2016-2017 school year were approved as presented or amended. <b>Vote:</b> Brunett: <b>Aye</b> Crull: <b>Aye</b> Murray: <b>Aye</b> Stotko: <b>Aye</b> Sullivan: <b>Aye</b> Ayes: <b>5</b> Noes: <b>0</b> Abstentions: <b>0</b> Absent: <b>0</b>
<b>Board Policy minor revisions adoption</b>	On motion of Trustee Murray, and seconded by Trustee Brunett, and carried with a 5-0-0 vote, the board policy minor revisions were adopted. <b>Vote:</b> Brunett: <b>Aye</b> Crull: <b>Aye</b> Murray: <b>Aye</b> Stotko: <b>Aye</b> Sullivan: <b>Aye</b> Ayes: <b>5</b> Noes: <b>0</b> Abstentions: <b>0</b> Absent: <b>0</b>
<b>Mesa Union Teachers' Association (MUTA) initial proposal for the 2015-2016 school year</b>	The Board of Trustees acknowledged receipt of the Initial Proposal of the Mesa Union Teachers' Associations (MUTA) to Mesa Union School District for the 2015-2016 school year negotiations. There were no comments. The proposal will be made available for public review in the district office for the next month.
<b>Mesa Union Teachers' Association (MUTA) initial proposal for the 2015-2016 school year</b>	The Board of Trustees discussed and acknowledged receipt of the Initial Proposal of the Mesa Union School District to the Mesa Union Teacher's Association (MUTA) for the 2015-2016 school year negotiations. There were no comments. The proposal will be made available for public review in the district office for the next month.
<b>Personnel</b>	On motion of Trustee Murray, seconded by Trustee Stotko and carried with a 5-0-0 vote, the ratification of hiring Michelle Demaria as an Hourly Temporary Intervention Specialist for the 2015-2016 school year was approved. <b>Vote:</b> Brunett: <b>Aye</b> Crull: <b>Aye</b> Murray: <b>Aye</b> Stotko: <b>Aye</b> Sullivan: <b>Aye</b> Ayes: <b>5</b> Noes: <b>0</b> Abstentions: <b>0</b> Absent: <b>0</b>  On motion of Trustee Stotko, seconded by Trustee Brunett, and carried with a 5-0-0 vote, the resignation of Food Service Worker Helen Stoke effective October 30, 2015 was approved. <b>Vote:</b> Brunett: <b>Aye</b> Crull: <b>Aye</b> Murray: <b>Aye</b> Stotko: <b>Aye</b> Sullivan: <b>Aye</b> Ayes: <b>5</b> Noes: <b>0</b> Abstentions: <b>0</b> Absent: <b>0</b>

Official Minutes of the October 20, 2015, Regular Meeting of the Board of Trustees of the  
Mesa Union School District

**Future Items**

Board Workshop  
Gann Limit

**Future Meeting**

September 24, 2015-Special Board Meeting  
October 20, 2015-Regular Board Meeting

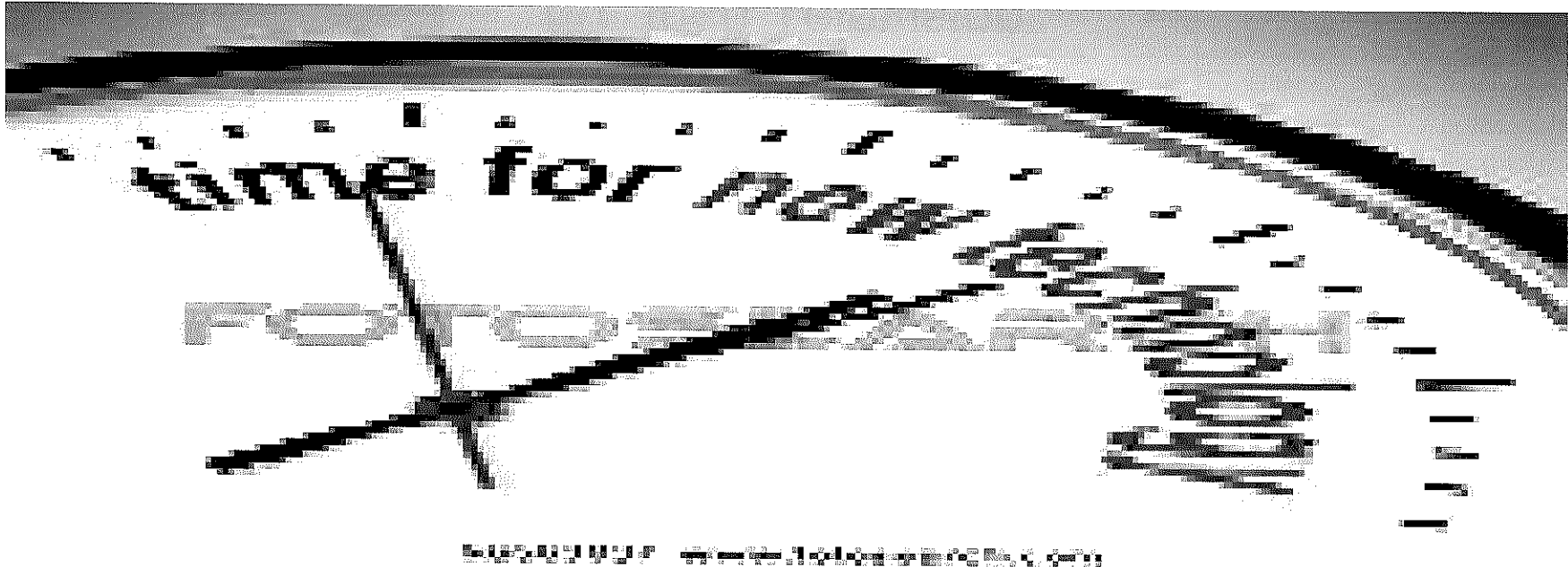
**Adjournment**

There being no further items of business, the Board adjourned at 9:00 p.m.

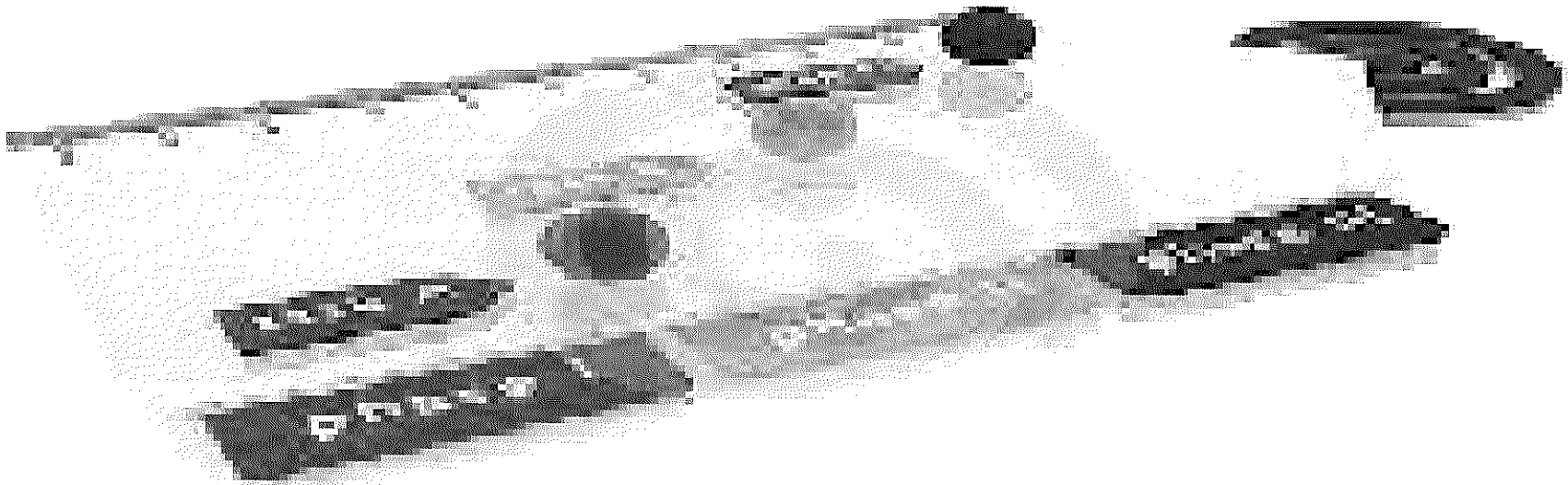




# Mesa Union School District



## Implementation Timeline....



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## Financials....

# Classrooms	Teacher Laptops	iPad	Hand Stand	TV's with mounting brackets	Apple TV	Chrome-cast	Student Devices	Carts
26	4	25	25	25	25	25	425	15
Cost Per Unit	900.00	399.00	145.00	835.00	68.50	42.60	342.38	1,325.00
Total Cost	3,600.00	9,975.00	3,625.00	20,875.00	1,712.50	1,065.00	145,511.50	19,875.00
							Total Expenditures:	206,239.00

## One to One Computing Initiative: 2016-2017

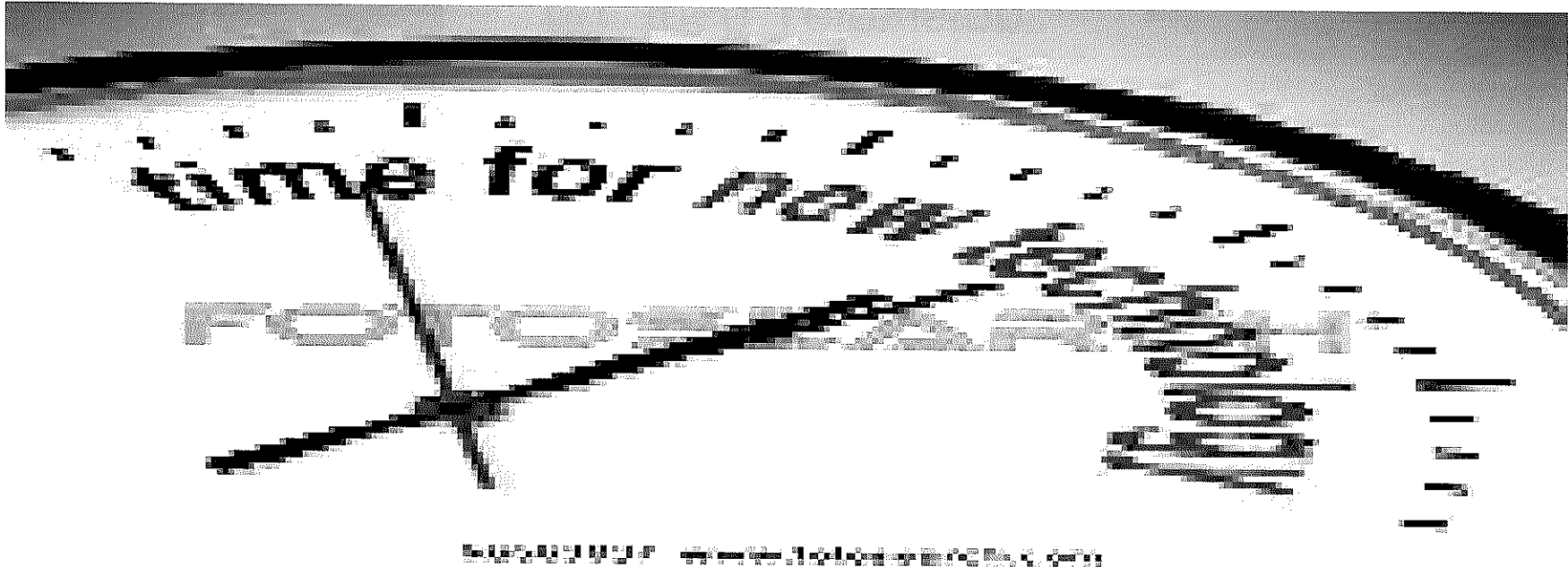
### Building Technology Enhancements

- **Presentation capability** in the library, MPR, cafeteria and conference rooms

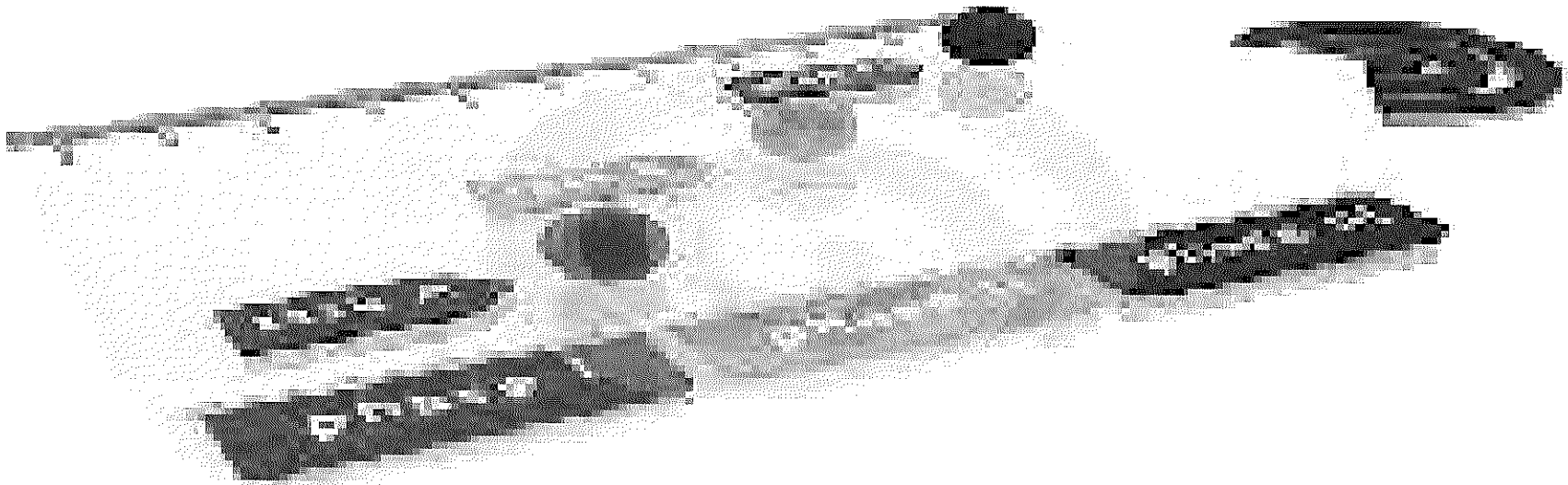
### Student Technology

- **K-2 technology** purchase as a result of pilot

# Mesa Union School District



## Implementation Timeline....



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## Financials....

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## One to One Computing Initiative: 2016-2017

### Building Technology Enhancements

- **Presentation capability in the library, MPR, cafeteria and conference rooms**

### Student Technology

- **K-2 technology purchase as a result of pilot**

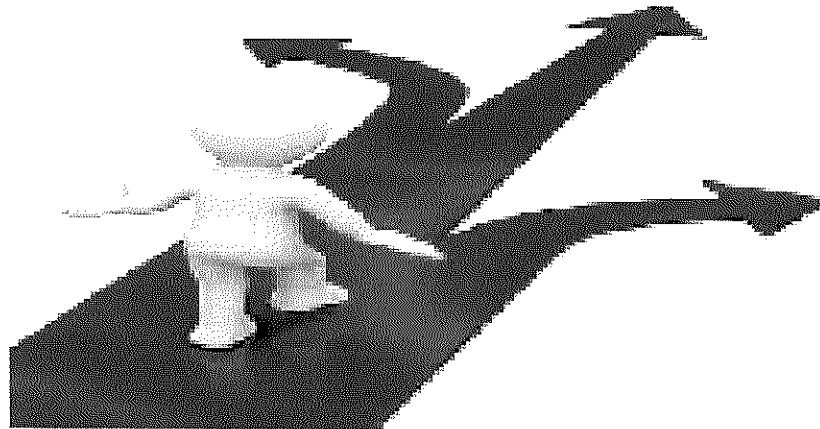


# Professional Development

A three prong approach:

**Technology  
Basics**

**Google Docs and other  
software applications**



**Pedagogy- the  
study and practice  
of how to best  
teach**

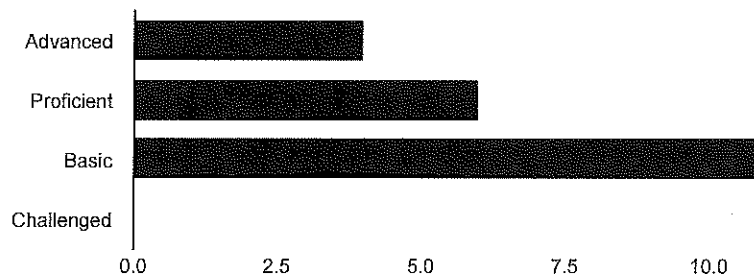
jturner@mesaschool.org  
Edit this form

# 21 responses

[View all responses](#)

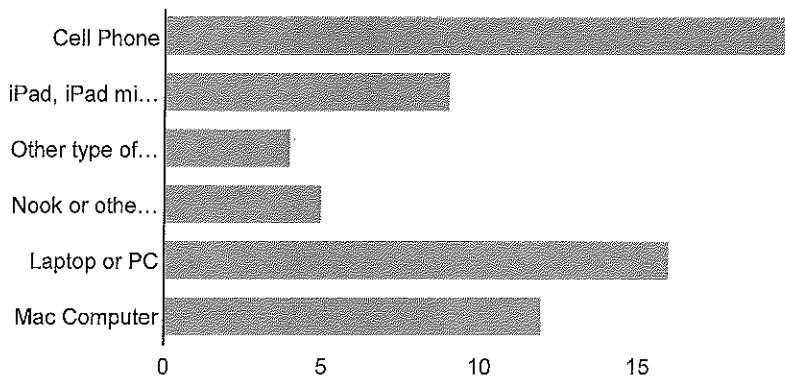
## Summary

How would you rate your overall skill in using educational technology?



Advanced	4	19%
Proficient	6	28.6%
Basic	11	52.4%
Challenged	0	0%

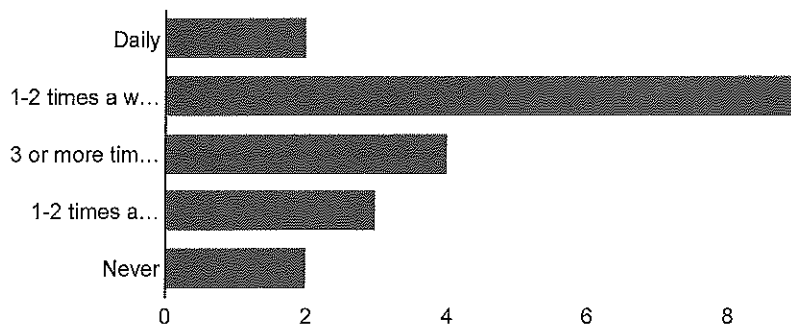
What electronic devices do you use at home?



Cell Phone	20	95.2%
iPad, iPad mini, iPod	9	42.9%
Other type of tablet	4	19%
Nook or other ebook reader	5	23.8%

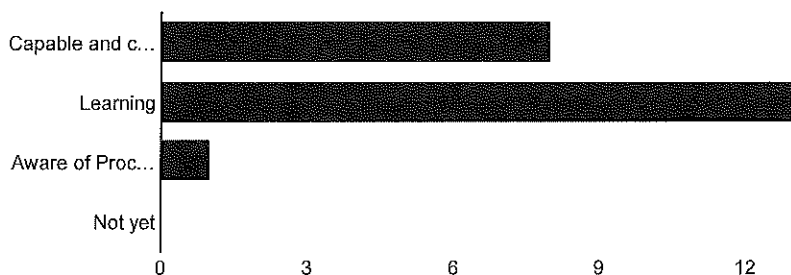
iPad, ipod or other tablet	<b>9</b>	42.9%
student response system	<b>1</b>	4.8%
Other	<b>5</b>	23.8%

**How often do you integrate student-centered technology into your classroom instruction? (Netbooks, tablets, digital media, etc.)**



Daily	<b>2</b>	10%
1-2 times a week	<b>9</b>	45%
3 or more times a week	<b>4</b>	20%
1-2 times a month	<b>3</b>	15%
Never	<b>2</b>	10%

**I can use a variety of technology tools to enhance the curriculum.**



Capable and comfortable	<b>8</b>	38.1%
Learning	<b>13</b>	61.9%
Aware of Process	<b>1</b>	4.8%
Not yet	<b>0</b>	0%

**How often do you use computer technology resources to collect data and monitor your students' progress?**

improve, and am hoping that we will get more training in how to use computers effectively (especially as we get closer to a 1-to-1 computer/student ratio). I must say that my 5 student computers at the side of the classroom are rarely used because they have become SO SLOW.....and I used to have students use them much more frequently for looking up info/taking AR tests, etc. I wish we had a set of laptops in the classroom for my students to use; I have checked out the chromebooks cart a couple of times this year, but it's a not an ideal scenario....and I don't know if the chromebooks will print to a printer, which is what we could really use. The point is.....nobody has ever really shown me what the chromebooks are capable of doing. I've simply used them for kids to gather data when doing research on a topic, which has been very helpful.

We need a new Elmo and/or projector. The quality of the projected image is difficult to see. VCOE and Mesa staff have tried to adjust/fix with no success. Our teacher work station is extremely slow. We have 12 of our own Chromebooks that we use daily and are able to use the cart when more than a dozen are needed at once.

I have difficulty getting the Chromebook cart into my classroom (the wheels get stuck in the gap between my door and the ramp), so my students only have 1:1 computer access once a week when we go to the computer lab. I would utilize Google Doc sharing MUCH more if I had even a small number of electronic devices (like Chromebooks) that can access the internet and utilize Google Drive. Even if I had just six devices (one per table group), that would enable me to utilize technology much more and try new things. I love technology, but haven't spent much time thinking of how to use it in my class because I have no devices. Once I have some in my classroom, I'll be very excited and will try many new ideas! Before a few weeks ago, I liked my own technology set-up at my teacher station, but I have had MANY tech problems lately and my devices are not functioning as they should. The projector stopped working, and my chromebook stopped letting me access Gmail or any Google Drive docs. Mr. Neal has been here to help, but many of the problems are still occurring and they are impacting my teaching. I have found a few work-arounds to get by temporarily, but the lack of functioning technology has been pretty annoying. I've been very grateful for Mr. Neal's quick response time when I have issues!! He's in the process of trying to get them all resolved.

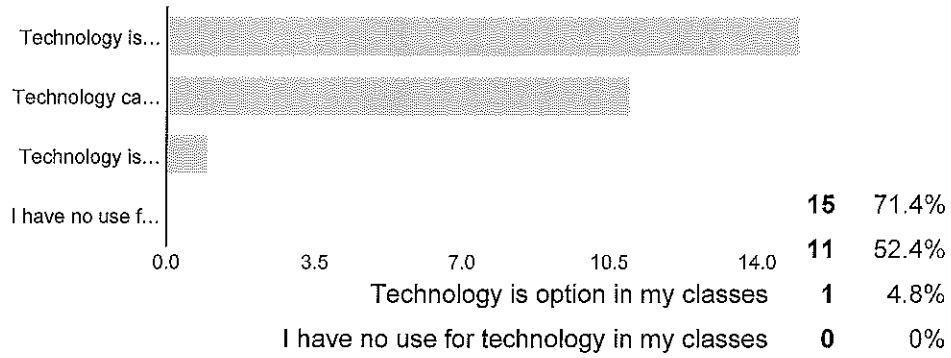
Not enough available devices that work consistently.

Only 3 working computers for 22 students. Computer lab just one hour per week.

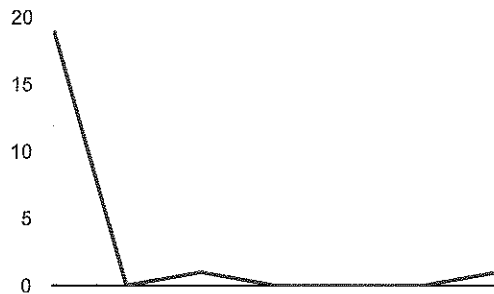
I do not have enough computers for all students. And one or two do work, no internet connection. Second computer is very slow and fourth computer does not work at all.

Access to technology in the classroom is limited.

I would love for my students to have more experiences with technology. I currently only have three computers for 20 students. That is not enough to even use in a



### Number of daily responses



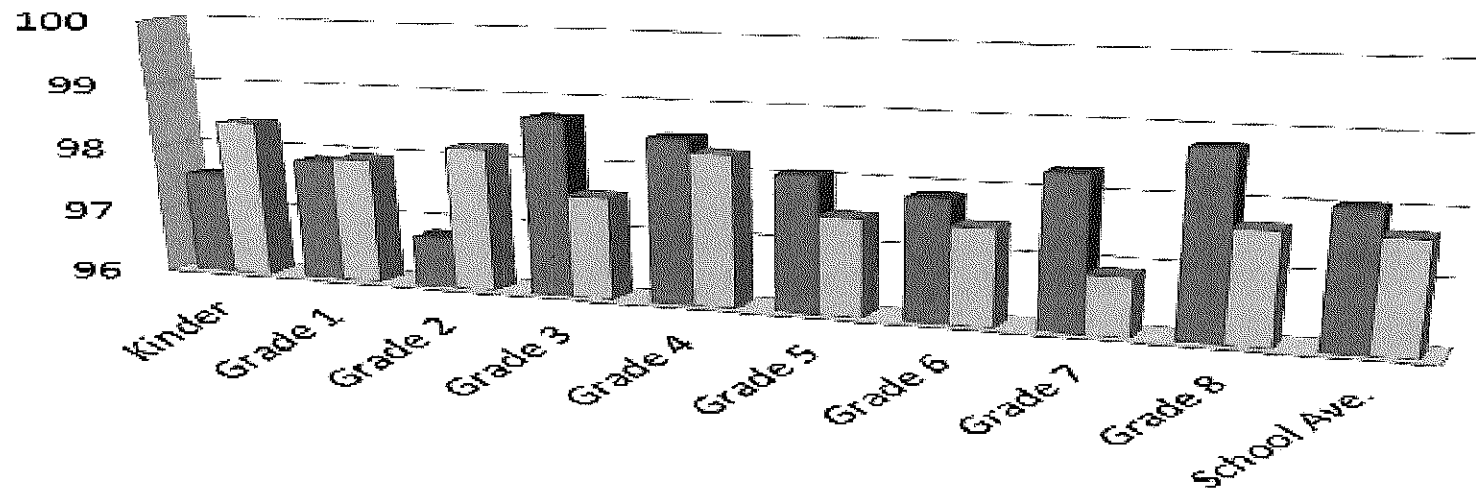
# District of Choice Update

November 17, 2015

## 2015-2016 Applicants

Number of District of Choice Openings	Number of Applicants
30	22 as of November 12

# Attendance by Grade Level Comparison



	Kinder	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	School Ave.
■ Sept.	97.57	97.88	96.79	98.73	98.52	98.08	97.86	98.32	98.77	98.05
■ Oct.	98.42	97.94	98.21	97.58	98.32	97.5	97.47	96.89	97.68	97.68



## **Indoor Environments Air Quality and Temperatures**

# Current Conditions

<b>School Site</b>	<b># of air conditioned classrooms</b>	<b># of classrooms with no air conditioning</b>	<b>Total Classrooms</b>
Mesa Union	6	20	26

# Current Conditions

<b>School Site</b>	<b>Classrooms identified as challenged</b>
Mesa Union	Classrooms # 1,-20, Cafeteria, auxiliary offices, and staff lounge.

# Historical Somis Temperatures

Accuweather

Month	2013-14		2014-15		2015-16	
August	NA		20	82,85,84,82,82,80,80,83, 82,83,80,80,80,82,91,85, 83,84,86	23	81,81,82,83,85,80,83,84,88,89,87,83,84,88, 89,87,83,80,80,80,82,84,86,90,95,88,83, 80
September	NA		17	83,81,84,86,85,, 85,84,91,90, 87,82,80,81,81,83,88,81	16	81,85,90,91,94,92,92,82,93,89,82,82,86,87, ,83,83
October	NA		4	100,99,81,82	14	82,84,92,108,91,89,81,80,83,91,86,81, 82,82
November	NA		8	83,91,89,86,80,80,81,85	2	80,84
December	NA		1	0		
January	0		1	83		
February	0		1	81		
March	3	85,86,83	4	83,85,80,83		
April	5	81,84,80,95,94	8	83,83,82,82,90,80,82,80		
May	8	98,87,92,97,102,97, 88	0			
June	0		1	81,81,82,81,81		
Total	16		36 / 180		55/180	
	NA				31%	

## Electrical Capacity and Current Usage

School Site	Capacity	Current Usage	Available Capacity
Mesa Union	size of main (i.e. power) into the building  1200 Amps x .75% of demand=668 Amps	electric bill  668 Amps	maximum load in greatest month per southern Edison  232 Amps

# Current Processes

***When outdoor temperatures are above 80 degrees or classrooms are not comfortable:***

- Portable fans have been purchased for classrooms
- Staff has been asked to open windows and doors to provide ventilation
- Bottled water is available to classrooms in order to keep students hydrated
- Staff is able to move students to cooler locations, e.g. outdoor spaces, spaces with air conditioning

# Possible Actions

***Contract with mechanical consultant to price and design efficient and cost effective solutions with the goal to reduce the cost of providing air conditioning from 35K to 25K per class and identify possible actions:***

- Analyze heat and cooling load calculations to determine if a 3, 4 or 5 ton size system will meet the needs of the district.
- Reach out to manufacturers of variable refrigerant flow systems (i. e. mitsubishi) to determine what meets the needs of the district.
- Conduct a heating, ventilation and air conditioning pilot program of challenged classrooms (i.e. portable airconditioning units, VRF systems or tradition airconditioning systems)

Includes Purchase Orders dated 10/01/2015 - 10/31/2015				Board Meeting Date 11/17/2015	
PO Number	Vendor Name	Order Location	Object Description	Resource Description	Account Amount
B0316-00077	REVOLVING ACCOUNT	MESA UNION	Prof Svc	Unrestrict	265.00
B0316-00078	VTA CNTY OFFICE OF EDUCATION	MESA UNION	Prof Svc	SpecialEd	12,600.00
P0316-00077	VTA CNTY OFFICE OF EDUCATION	MESA UNION	EmployFees	Unrestrict	188.00
P0316-00078	WESTERN PSYCHOLOGICAL SERVICES	MESA UNION	Mat'l's/Sup	SpecialEd	88.69
P0316-00079	ACHIEVEMENT PRODUCTS	MESA UNION	Mat'l's/Sup	SpecialEd	433.76
P0316-00080	MJP COMPUTERS	MESA UNION	Mat'l's/Sup	Supp/Conc	443.75
P0316-00081	ANDERSON REFRIGERATION INC	MESA UNION	RntRprNCap	OngoMaint	597.85
P0316-00082	BANK OF AMERICA	MESA UNION	Mat'l's/Sup	Unrestrict	45.93
P0316-00083	VENTURA RENTAL PARTY CENTER	MESA UNION	RntRprNCap	Unrestrict	8.50
P0316-00084	MARK-IT PLACE	MESA UNION	Mat'l's/Sup	Unrestrict	22.56
P0316-00085	FENCE FACTORY	MESA UNION	Mat'l's/Sup	Unrestrict	475.33
P0316-00086	MJP COMPUTERS	MESA UNION	Mat'l's/Sup	Unrestrict	340.00
				Lottery	12.39
P0316-00087	MJP COMPUTERS	MESA UNION	Mat'l's/Sup	SpecialEd	1,943.33
P0316-00088	GLOBAL INDUSTRIAL	MESA UNION	Mat'l's/Sup	Unrestrict	80.46
P0316-00089	VTA CNTY OFFICE OF EDUCATION	MESA UNION	STAFF DEV	Unrestrict	80.00
P0316-00090	VTA CNTY OFFICE OF EDUCATION	MESA UNION	STAFF DEV	SpecialEd	20.00
P0316-00091	CALIF SCHOOL BOARDS ASSN	MESA UNION	STAFF DEV	GVCS	1,015.00
P0316-00092	VTA CNTY OFFICE OF EDUCATION	MESA UNION	STAFF DEV	Unrestrict	50.00
P0316-00093	SUNBELT RENTALS	MESA UNION	RntRprNCap	Unrestrict	590.20
P0316-00094	HOBSON REFRIGERATION	MESA UNION	RntRprNCap	Unrestrict	315.24
P0316-00095	VTA CNTY OFFICE OF EDUCATION	MESA UNION	STAFF DEV	SpecialEd	10.00
P0316-00096	LAKESHORE LEARNING MATERIALS	MESA UNION	Mat'l's/Sup	Unrestrict	194.86
				Lottery/IM	232.67
P0316-00097	MJP COMPUTERS	MESA UNION	Mat'l's/Sup	Lottery	212.31
P0316-00098	PERIMETER SECURITY SYSTEMS	MESA UNION	RntRprNCap	Unrestrict	807.98
P0316-00099	MJP COMPUTERS	MESA UNION	Mat'l's/Sup	SpecialEd	323.89
P0316-00100	COSTCO WHOLESALE	MESA UNION	Dues/Memb	Unrestrict	110.00
Total Number of POs			26	Total	21,507.70

## Fund Recap

Fund	Description	PO Count	Amount
010	General Fund	26	21,507.70

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

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Page 1 of 2

Includes Purchase Orders dated 10/01/2015 - 10/31/2015

Board Meeting Date 11/17/2015

**PO Changes**

	<b>New PO Amount</b>	<b>Fund/ Object</b>	<b>Description</b>	<b>Change Amount</b>
B0316-00011	4,000.00	010-4300	General Fund/Mat'ls/Sup	1,034.32
B0316-00033	1,500.00	010-4300	General Fund/Mat'ls/Sup	353.58
B0316-00041	400.00	010-5804	General Fund/EmployFees	135.00
<b>Total PO Changes</b>				<b>1,522.90</b>

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE	ONLINE
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Page 2 of 2

Checks Dated 10/01/2015 through 10/31/2015				Board Meeting Date 11/17/2015	
Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5003808419	10/01/2015	ALERT COMMUNICATIONS	010-5800		155.00
5003808420	10/01/2015	APPERSON	010-4300		93.63
5003808421	10/01/2015	AT&T	010-5901		3.92
5003808422	10/01/2015	ATKINSON,ANDELSON,LOYA, et al	010-5899		126.00
5003808423	10/01/2015	ATKINSON,ANDELSON,LOYA, et al	010-5899		63.00
5003808424	10/01/2015	COSTCO WHOLESALE	010-4400		1,821.66
5003808425	10/01/2015	DEL NORTE WATER CO	010-5504		40.00
5003808426	10/01/2015	DUNN-EDWARDS CORP	010-4300		465.68
5003808427	10/01/2015	EDUCATIONAL DATA SYSTEMS	010-4300		66.50
5003808428	10/01/2015	EMPIRE CLEANING SUPPLY	010-4300		158.73
5003808429	10/01/2015	EXCEL LD	010-5901		13.61
5003808430	10/01/2015	FOLLETT SCHOOL SOLUTIONS, INC	010-5800		2,187.96
5003808431	10/01/2015	GRAINGER	010-4300		135.30
5003808432	10/01/2015	MISSION LINEN SUPPLY	130-5600		69.38
5003808433	10/01/2015	MJP COMPUTERS	010-4400		824.94
5003808434	10/01/2015	MUSIC ROOM ENSEMBLES	010-5600		596.43
5003808435	10/01/2015	NASON'S LOCK & SAFE, INC	010-5600		1,289.20
5003808436	10/01/2015	OFFICEMAX, INC	010-4300		362.28
5003808437	10/01/2015	PEACH HILL SOILS	010-4300		1,187.88
5003808438	10/01/2015	REVOLVING ACCOUNT	010-4300	232.18	
			010-5220	200.00	432.18
5003808439	10/01/2015	RICOH USA, INC	010-4300		387.52
5003808440	10/01/2015	SCHOOL NURSE SUPPLY INC	010-4300		434.58
5003808441	10/01/2015	SO CA GAS CO	010-5501		100.24
5003808442	10/01/2015	SPARKLETTS	010-5504		13.00
5003808443	10/01/2015	SUNBELT RENTALS, INC	010-5600		376.08
5003808444	10/01/2015	SYSCO VENTURA	130-4300	336.73	
			130-4700	1,127.83	1,464.56
5003808445	10/01/2015	VENTURA COUNTY STAR	010-5800		292.98
5003808446	10/01/2015	VTA CNTY SCHOOL BOARDS ASSN	010-5300		150.00
5003808447	10/01/2015	VICENTI, LLOYD & STUTZMAN LLP	010-5801		4,625.00
5003808448	10/02/2015	Julee A. Vollmert	010-5220		165.00
5003808449	10/02/2015	Debra L. Mayes	Cancelled		200.00 *
Cancelled on 10/23/2015					
5003808450	10/02/2015	Christina A. Mitchell	010-4300		40.48
5003808451	10/02/2015	ACHIEVEMENT PRODUCTS	010-4300		892.21
5003808452	10/02/2015	ANDERSON SYSTEMS INC	010-6500		15,376.00
5003808453	10/02/2015	BUSINESS SERVICES AUTHORITY	010-5803		41,029.00
5003808454	10/02/2015	GOLDEN VALLEY CHARTER SCHOOL	010-8096		95,339.00
5003808455	10/02/2015	REVOLVING ACCOUNT	010-5800		38.00
5003808456	10/02/2015	SPARKLETTS	010-5504		26.00
5003808457	10/02/2015	SPARKLETTS	010-5504		212.80
5003808458	10/02/2015	SYSCO VENTURA	010-4700		322.68
5003808459	10/06/2015	ALTA DENA DAIRY	130-4700		827.63
5003808460	10/06/2015	PEARSON EDUCATION, INC	010-4300		128.19
5003808461	10/06/2015	POOLE OIL COMPANY	010-4310		662.85
5003808462	10/06/2015	UNDERWOOD FAMILY FARMS	130-4300		638.19

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

Page 1 of 4

Checks Dated 10/01/2015 through 10/31/2015				Board Meeting Date 11/17/2015	
Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5003808463	10/06/2015	UNITED REFRIGERATION INC	010-4300		77.64
5003808464	10/07/2015	POOLE OIL COMPANY	010-4310		695.19
5003808465	10/08/2015	Irene G. Ramirez	010-5903		12.10
5003808466	10/08/2015	Francisco J. Rodriguez	010-4300		82.95
5003808467	10/08/2015	ANDERSON REFRIGERATION INC	010-5600		597.85
5003808468	10/08/2015	BANK OF AMERICA	010-4300		45.93
5003808469	10/08/2015	BARON INDUSTRIES	010-4300		30.58
5003808470	10/08/2015	DIAL SECURITY	010-5800		57.88
5003808471	10/08/2015	DUNN-EDWARDS CORP	010-4300		136.10
5003808472	10/08/2015	EMPIRE CLEANING SUPPLY	010-4300		748.23
5003808473	10/08/2015	HOME DEPOT CREDIT SERVICES	010-4300	271.92	
			130-4300	488.53	760.45
5003808474	10/08/2015	MJP COMPUTERS	010-4300		443.75
5003808475	10/08/2015	OFFICEMAX, INC	010-4300		362.28
5003808476	10/08/2015	REVOLVING ACCOUNT	010-5220	70.00	
			010-5903	196.00	266.00
5003808477	10/08/2015	SO CA EDISON CO	010-5502		5,453.92
5003808478	10/08/2015	SO CA EDISON CO	010-5502		7,903.39
5003808479	10/08/2015	SO CA EDISON CO	010-5502		5,371.65
5003808480	10/08/2015	SOUTHWEST SCHOOL & OFFICE SPLY	010-4300		115.00
5003808481	10/08/2015	SYSCO VENTURA	130-4300	278.47	
			130-4700	1,095.28	1,373.75
5003808482	10/08/2015	TARANGO'S DIESEL REPAIR	010-5600		420.00
5003808483	10/08/2015	UNDERWOOD FAMILY FARMS	130-4300		150.35
5003808484	10/08/2015	VENTURA LAMINATING INC	010-4300		188.87
5003808485	10/08/2015	VENTURA RENTAL PARTY CENTER	010-5600		8.50
5003808486	10/08/2015	VTa CNTY OFFICE OF EDUCATION	010-5804		188.00
5003808487	10/08/2015	VCOE-GRAPHIC SERVICES	010-4300		1,071.37
5003808488	10/08/2015	VERIZON WIRELESS	010-5901		322.81
5003808489	10/12/2015	MISSION LINEN SUPPLY	130-5600		69.38
5003808490	10/12/2015	SYSCO VENTURA	010-4700		186.22
5003808491	10/12/2015	TARANGO'S DIESEL REPAIR	010-4300	520.41	
			010-5600	214.80	735.21
5003808492	10/13/2015	SELF-INSURED SCHOOLS OF CALIF	010-3701	2,407.90	
			010-9534	46,486.25	
			010-9537	2,295.10	51,189.25
5003808493	10/14/2015	ANIMAL & INSECT PEST MGMT INC	010-5506		398.00
5003808494	10/14/2015	PEARSON EDUCATION, INC	010-4300		8.23
5003808495	10/16/2015	Christina L. Jahr	010-5220		375.00
5003808496	10/16/2015	CALIF DEPT OF EDUCATION	130-4700		218.40
5003808497	10/16/2015	EMPIRE CLEANING SUPPLY	010-4300		1,054.42
5003808498	10/16/2015	HOBSON REFRIGERATION	130-5600		84.00
5003808499	10/16/2015	MISSION LINEN SUPPLY	130-5600		69.38
5003808500	10/16/2015	OFFICEMAX, INC	010-4300		362.28
5003808501	10/16/2015	RICOH USA, INC	010-4300		113.36
5003808502	10/16/2015	SPARKLETTS	010-5504		13.00
5003808503	10/16/2015	SYSCO VENTURA	130-4300		164.38

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

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Checks Dated 10/01/2015 through 10/31/2015				Board Meeting Date 11/17/2015	
Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5003808504	10/16/2015	VTA CNTY OFFICE OF EDUCATION	010-9510		93,552.34
5003808505	10/16/2015	WESTERN PSYCHOLOGICAL SERVICES	010-4300		88.69
5003808506	10/19/2015	CENTRAL RESTAURANT PRODUCTS	130-6400	5,373.93	
			Unpaid Sales Tax	374.93-	4,999.00
5003808507	10/20/2015	EMPLOYMENT DEVELOPMENT DEPT	010-9535		269.89
5003808508	10/20/2015	GOLDEN VALLEY CHARTER SCHOOL	010-7221		45,976.21
5003808509	10/20/2015	UNITED STATES TREASURY	010-3301		165.52
5003808510	10/20/2015	MARK-IT PLACE	010-4300		22.56
5003808511	10/20/2015	MJP COMPUTERS	010-4300		352.39
5003808512	10/20/2015	FENCE FACTORY SATICOY	010-4300		475.33
5003808513	10/20/2015	POOLE OIL COMPANY	010-4310		444.83
5003808514	10/22/2015	Mark L. Neal	010-4300		19.30
5003808515	10/22/2015	ATKINSON,ANDELSON,LOYA, et al	010-5899		4,218.38
5003808516	10/22/2015	CALIF SCHOOL BOARDS ASSN	010-5220		525.00
5003808517	10/22/2015	CALIF SCHOOL BOARDS ASSN	010-5220		490.00
5003808518	10/22/2015	DEL NORTE WATER CO	010-5504		646.05
5003808519	10/22/2015	E.J. HARRISON & SONS, INC	010-5505		441.38
5003808520	10/22/2015	HOBSON REFRIGERATION	010-5600		315.24
5003808521	10/22/2015	MISSION LINEN SUPPLY	130-5600		69.38
5003808522	10/22/2015	MJP COMPUTERS	010-4300		323.89
5003808523	10/22/2015	OFFICE DEPOT BUSINESS CREDIT	010-4300	259.15	
			010-5800	23.10	282.25
5003808524	10/22/2015	PERIMETER SECURITY SYSTEMS	010-5600		807.98
5003808525	10/22/2015	RICOH USA, INC	010-5800		955.72
5003808526	10/22/2015	RICOH USA, INC	010-5600		2,334.67
5003808527	10/22/2015	SOUTHWEST SCHOOL & OFFICE SPLY	010-4300		125.17
5003808528	10/22/2015	SUNBELT RENTALS, INC	010-5600		590.20
5003808529	10/22/2015	VCOE-SELPA	010-5220		30.00
5003808530	10/23/2015	ATKINSON,ANDELSON,LOYA, et al	010-5899		189.00
5003808531	10/23/2015	MISSION LINEN SUPPLY	130-5600		277.52
5003808532	10/26/2015	SYSCO VENTURA	130-4300	81.75	
			130-4700	4.68-	77.07
5003808533	10/26/2015	VICENTI, LLOYD & STUTZMAN LLP	010-5801		4,625.00
5003808534	10/27/2015	LAKE SHORE LEARNING MATERIALS	010-4300		427.53
5003808535	10/27/2015	SYSCO VENTURA	130-4300	133.28	
			130-4700	772.95	906.23
5003808536	10/27/2015	TAX DEFERRED SERVICES	010-9539		7,750.00
5003808537	10/29/2015	Julee A. Vollmert	010-4300		26.99
5003808538	10/29/2015	AT&T	010-5901		4.04
5003808539	10/29/2015	EXCEL LD	010-5901		13.66
5003808540	10/29/2015	MISSION LINEN SUPPLY	130-5600		69.38
5003808541	10/29/2015	MJP COMPUTERS	010-4300		1,943.33
5003808542	10/29/2015	RICOH USA, INC	010-4300		11.50
5003808543	10/29/2015	SMITH PIPE & SUPPLY INC	010-4300		146.42
5003808544	10/29/2015	SO CA GAS CO	010-5501		358.38
5003808545	10/29/2015	SOUTHWEST SCHOOL & OFFICE SPLY	010-4300		54.18
5003808546	10/29/2015	SYSCO VENTURA	130-4300		11.54

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

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Checks Dated 10/01/2015 through 10/31/2015

Board Meeting Date 11/17/2015

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5003808547	10/29/2015	VCOE-Curriculum & Instruction	010-5220		100.00
5003808548	10/29/2015	WESTERN PSYCHOLOGICAL SERVICES	010-4300		82.18
Total Number of Checks				130	<u>431,355.64</u>

	Count	Amount
Cancel	1	200.00
Net Issue		<u>431,155.64</u>

## Fund Summary

Fund	Description	Check Count	Expensed Amount
010	General Fund	111	419,127.59
130	Cafeteria Fund	19	12,402.98
Total Number of Checks		129	431,530.57
Less Unpaid Sales Tax Liability			374.93-
Net (Check Amount)			<u>431,155.64</u>

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

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## Fund 010 - General Fund

Fiscal Year 2015/16 Through October 2015

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
<b>Revenue Detail</b>						
<b>LCFF Revenue Sources</b>						
8011	Rev Lim/LCFF	2,888,642.00	2,888,642.00	815,222.00	2,073,420.00	28.22
8012	Education Protection Act	708,484.00	708,484.00	198,022.00	510,462.00	27.95
8021	Homeowners' Exemption	19,334.00	19,334.00		19,334.00	
8041	Secured Rolls Tax	2,290,630.00	2,290,630.00		2,290,630.00	
8042	Unsecured Roll Taxes	81,445.00	81,445.00		81,445.00	
8043	Prior Years' Taxes	5,118.00	5,118.00	1,677.55	3,440.45	32.78
8044	Supplemental Taxes	34,686.00	34,686.00	31,933.49	2,752.51	92.06
8045	Education Rev Augmentation Fd	237,644.00-	237,644.00-	49.02	237,693.02-	-0.02
8096	Charter School Trans In Lieu P	1,163,855.00-	1,163,855.00-	309,852.00-	854,003.00-	26.62
<b>Total LCFF Revenue Sources</b>		<b>4,626,840.00</b>	<b>4,626,840.00</b>	<b>737,052.06</b>	<b>3,889,787.94</b>	<b>15.93</b>
<b>Federal Revenue</b>						
8181	Special Education Entitlement	219,462.00	219,462.00	2,032.01	217,429.99	0.93
8182	Special Education Discretionary	5,323.00	5,323.00	.35	5,322.65	0.01
8290	All Other Federal Revenue	85,620.00	85,620.00	28,369.01	57,250.99	33.13
<b>Total Federal Revenue</b>		<b>310,405.00</b>	<b>310,405.00</b>	<b>30,401.37</b>	<b>280,003.63</b>	<b>9.79</b>
<b>Other State Revenues</b>						
8550	Mandated Cost Reimbursements	379,765.00	379,765.00		379,765.00	
8560	State Lottery Revenue	103,890.00	103,890.00	6,621.02	97,268.98	6.37
8590	All Other State Revenues			146.30	146.30-	NO BDGT
<b>Total Other State Revenues</b>		<b>483,655.00</b>	<b>483,655.00</b>	<b>6,767.32</b>	<b>476,887.68</b>	<b>1.40</b>
<b>Other Local Revenue</b>						
8660	Interest	5,200.00	5,200.00		5,200.00	
8677	Interagency Services Between L	52,741.00	52,741.00		52,741.00	
8689	All Other Fees and Contracts	20,800.00	20,800.00	6,723.72	14,076.28	32.33
8699	All Other Local Revenue	49,107.00	49,107.00	171.28	48,935.72	0.35
8792	Transfers of Apportionments Fr	583,035.00	583,035.00	157,670.00	425,365.00	27.04
<b>Total Other Local Revenue</b>		<b>710,883.00</b>	<b>710,883.00</b>	<b>164,565.00</b>	<b>546,318.00</b>	<b>23.15</b>
<b>Total Year To Date Revenues</b>		<b>6,131,783.00</b>	<b>6,131,783.00</b>	<b>938,785.75</b>	<b>5,192,997.25</b>	<b>15.31</b>

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
<b>Expenditure Detail</b>							
<b>Certificated Salaries</b>							
1100	Teachers' Salaries	1,965,094.00	1,965,094.00	1,381,053.79	508,402.71	75,637.50	25.87

Selection Grouped by Account Type - Sorted by Org, Fund, Object, Filtered by (Org = 603, Starting Period = 1, Ending Account Period = 4, Stmt Option? = R, Zero Amounts? = N, SACS? = N, Restricted? = Y)

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## Fund 010 - General Fund

Fiscal Year 2015/16 Through October 2015

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
<b>Expenditure Detail (continued)</b>							
<b>Certificated Salaries (continued)</b>							
1110	Substitute Teacher	21,735.00	21,735.00		5,905.00	15,830.00	27.17
1140	Extra Duty	90,108.00	90,108.00		18,794.96	71,313.04	20.86
1200	Certificated Pupil Support Sal	41,766.00	41,766.00		4,280.00	37,486.00	10.25
1301	Superintendent	137,320.00	137,320.00	104,666.72	45,324.35	12,671.07	33.01
1303	Principal	105,183.00	105,183.00	69,849.36	34,924.68	408.96	33.20
1900	Other Certificated Salaries	10,350.00	10,350.00			10,350.00	
<b>Total Certificated Salaries</b>		<b>2,371,556.00</b>	<b>2,371,556.00</b>	<b>1,555,569.87</b>	<b>617,631.70</b>	<b>198,354.43</b>	<b>26.04</b>
<b>Classified Salaries</b>							
2100	Instructional Aides' Salaries	100,896.00	100,896.00	69,339.44	18,490.70	13,065.86	18.33
2110	Substitute Aide	2,126.00	2,126.00		44.19	2,081.81	2.08
2130	Extra Duty Aide	1,210.00	1,210.00		873.12	336.88	72.16
2150	Instructional Aide Overtime	528.00	528.00		612.86	84.86	116.07
2200	Classified Support Salaries	335,799.00	335,799.00	202,702.23	85,246.13	47,850.64	25.39
2216	Substitute Bus Driver	427.00	427.00			427.00	
2250	Classified Support Overtime	4,253.00	4,253.00		7,268.48	3,015.48	170.90
2400	Clerical and Office Salaries	135,141.00	135,141.00	87,855.80	42,278.30	5,007.10	31.28
2410	Clerical Sub	190.00	190.00			190.00	
2450	Clerical/Office Overtime	8,748.00	8,748.00		6,763.04	1,984.96	77.31
2900	Other Classified Salaries	56,824.00	56,824.00	36,841.73	8,957.14	11,025.13	15.76
2910	Substitute Noon Duty				174.05	174.05	NO BDGT
2950	OTHER CLASS OVERTIME	195.00	195.00		257.55	62.55	132.08
<b>Total Classified Salaries</b>		<b>646,337.00</b>	<b>646,337.00</b>	<b>396,739.00</b>	<b>170,965.56</b>	<b>78,632.44</b>	<b>26.45</b>
<b>Employee Benefits</b>							
3101	STRS, certificated positions	253,108.00	253,108.00	166,912.54	65,608.55	20,586.91	25.92
3102	STRS, classified positions			1,777.28	750.27	2,527.55	NO BDGT
3202	PERS, classified positions	69,550.00	69,550.00	42,769.78	16,998.10	9,782.12	24.44
3301	OASDI/Medicare/Alternative, ce	33,138.00	33,138.00	21,732.21	8,833.75	2,572.04	26.66
3302	OASDI/Medicare/Alternative, cl	47,935.00	47,935.00	28,125.65	12,376.12	7,433.23	25.82
3401	Health & Welfare Benefits, cer	296,253.00	296,253.00	224,694.12	56,710.22	14,848.66	19.14
3402	Health & Welfare Benefits, cla	110,021.00	110,021.00	82,840.64	20,710.16	6,470.20	18.82
3501	SUI, certificated positions	1,146.00	1,146.00	749.30	301.82	94.88	26.34
3502	SUI, classified positions	316.00	316.00	188.86	83.29	43.85	26.36
3601	Work Comp Ins, certificated po	67,085.00	67,085.00	40,273.63	15,996.80	10,814.57	23.85
3602	Work Comp Ins, classified posi	18,362.00	18,362.00	10,255.73	4,419.49	3,686.78	24.07
3701	Retiree Benefits, certificated	16,800.00	16,800.00		8,956.60	7,843.40	53.31

Selection Grouped by Account Type - Sorted by Org, Fund, Object, Filtered by (Org = 603, Starting Period = 1, Ending Account Period = 4, Stmt Option? = R, Zero Amounts? = N, SACS? = N, Restricted? = Y)

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## Fund 010 - General Fund

Fiscal Year 2015/16 Through October 2015

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail (continued)							
Total Employee Benefits		913,714.00	913,714.00	620,319.74	211,745.17	81,649.09	23.17
<b>Books and Supplies</b>							
4100	Textbooks	62,000.00	62,000.00	6,586.62	4,295.95	51,117.43	6.93
4300	Materials and Supplies	139,217.00	133,854.00	46,090.27	49,561.80	38,201.93	37.03
4310	Bus Fuel	25,219.00	25,219.00	11,836.04	3,206.62	10,176.34	12.72
4319	Supplies Undesignated	3,847.00	3,847.00			3,847.00	
4400	Non-Capitalized Equipment	43,397.00	45,973.00		6,624.30	39,348.70	14.41
4700	Food	5,000.00	5,000.00	4,491.10	508.90		10.18
Total Books and Supplies		278,680.00	275,893.00	69,004.03	64,197.57	142,691.40	23.27
<b>Services and Other Operating Expenditures</b>							
5100	Sub Agreements for Prof Servic	64,635.00	64,635.00		263.98	64,898.98	-0.41
5200	Travel and Conferences	1,285.00	1,285.00			1,285.00	
5201	Car Allowance	7,420.00	7,420.00	1,600.00	800.00	5,020.00	10.78
5220	STAFF DEVELOPMENT	26,955.00	26,955.00	1,340.00	4,023.10	21,591.90	14.93
5300	Dues and Memberships	6,915.00	6,915.00	110.00	5,815.30	989.70	84.10
5450	Other Insurance	30,783.00	30,905.00		30,219.09	685.91	97.78
5501	Natural Gas	6,126.00	6,126.00	2,856.04	643.96	2,626.00	10.51
5502	Electricity	81,680.00	81,680.00	35,399.54	24,600.46	21,680.00	30.12
5504	Water	12,060.00	12,060.00	5,945.15	281.58	5,833.27	2.33
5505	Rubbish	6,534.00	6,534.00	4,444.54	2,055.46	34.00	31.46
5506	Pest Control	2,440.00	2,440.00	1,353.00	597.00	490.00	24.47
5600	Rentals,Leases,Repairs & Nonca	122,132.00	122,532.00	33,923.79	32,133.36	56,474.85	26.22
5800	Professnl/Consult Serv & Opera	282,185.00	291,250.00	31,300.65	23,593.01	236,356.34	8.10
5801	Audit	20,769.00	20,769.00	4,625.95	9,250.00	6,893.05	44.54
5803	Business Services Authority	123,087.00	123,087.00	82,058.00	41,029.00		33.33
5804	Employment Fees	2,194.00	2,194.00	560.00	1,030.00	604.00	46.95
5819	Holding	15,052.00	15,052.00			15,052.00	
5899	Legal Services	42,300.00	42,300.00	29,647.62	5,352.38	7,300.00	12.65
5901	Phone Services	5,488.00	6,128.00	3,039.28	1,510.72	1,578.00	24.65
5902	Internet Services	19,724.00	19,724.00	3,814.79	685.21	15,224.00	3.47
5903	Postage	2,415.00	2,415.00		1,047.87	1,367.13	43.39
Total Services and Other Operating Expenditures		882,179.00	892,406.00	242,018.35	184,403.52	465,984.13	20.66
<b>Capital Outlay</b>							
6200	Buildings and Improvement of B	15,000.00	15,000.00			15,000.00	
6250	Other Costs/Planning			14,000.00		14,000.00	NO BDGT
6500	Equipment Replacement		15,376.00		15,376.00		100.00

Selection Grouped by Account Type - Sorted by Org, Fund, Object, Filtered by (Org = 603, Starting Period = 1, Ending Account Period = 4, Stmt Option? = R,  
Zero Amounts? = N, SACS? = N, Restricted? = Y)

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## Fund 010 - General Fund

Fiscal Year 2015/16 Through October 2015

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail (continued)							
	Total Capital Outlay	15,000.00	30,376.00	14,000.00	15,376.00	1,000.00	50.62
Tuition							
7141	Other Tuition/Excess Costs to	107,792.00	107,792.00			107,792.00	
7142	Other Tuition/Excess Costs to	153,378.00	153,378.00		6,004.00	147,374.00	3.91
	Total Tuition	261,170.00	261,170.00	.00	6,004.00	255,166.00	2.30
Other Transfers Out							
7221	Transfers of Apportionments to	427,257.00	427,257.00	366,460.34	63,237.66	2,441.00-	14.80
	Total Other Transfers Out	427,257.00	427,257.00	366,460.34	63,237.66	2,441.00-	14.80
Transfers of Indirect/direct support costs							
7350	Direct Support/Indirect Costs	2,174.00-	2,174.00-			2,174.00-	
	Total Transfers of Indirect/direct support costs	2,174.00-	2,174.00-	.00	.00	2,174.00-	
	Total Year To Date Expenditures	5,793,719.00	5,816,535.00	3,264,111.33	1,333,561.18	1,218,862.49	22.93

## Fund 010 - General Fund

Fiscal Year 2015/16 Through October 2015

Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
<b>Revenues, Expenditures, and Changes in Fund Balance</b>						
A. Revenues	6,131,783.00	6,131,783.00		938,785.75	5,192,997.25	15.31
B. Expenditures	5,793,719.00	5,816,535.00	3,264,111.33	1,333,561.18	1,218,862.49	22.93
C. Subtotal (Revenue LESS Expense)	338,064.00	315,248.00		394,775.43-	3,974,134.76	
D. Other Financing Sources and Uses						
Sources						
LESS Uses						
E. Net Change in Fund Balance	338,064.00	315,248.00		394,775.43-	3,974,134.76	
F. Fund Balance:						
Beginning Balance (9791)	1,491,720.00	1,782,764.00		1,782,762.51		
Audit Adjustments (9793)						
Other Restatements (9795)						
Adjusted Beginning Balance	1,491,720.00	1,782,764.00		1,782,762.51		
G. Calculated Ending Balance	1,829,784.00	2,098,012.00		1,387,987.08		
*Components of Ending Fund Balance						
Legally Restricted (9740)	166,447.00	166,447.00				
Other Designations (9780)	205,518.00	205,518.00				
Undesig/Unapprop (9790)	1,168,132.00	1,436,360.00				
Other	289,687.00	289,687.00		3,264,111.33		

## Fund 130 - Cafeteria Fund

Fiscal Year 2015/16 Through October 2015

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
<b>Revenue Detail</b>						
<b>Federal Revenue</b>						
8220	Child Nutrition Programs	97,100.00	97,100.00		97,100.00	
	<b>Total Federal Revenue</b>	<b>97,100.00</b>	<b>97,100.00</b>	<b>.00</b>	<b>97,100.00</b>	
<b>Other State Revenues</b>						
8520	Child Nutrition Programs	7,700.00	7,700.00		7,700.00	
	<b>Total Other State Revenues</b>	<b>7,700.00</b>	<b>7,700.00</b>	<b>.00</b>	<b>7,700.00</b>	
<b>Other Local Revenue</b>						
8634	Food Services Sales	58,000.00	58,000.00	2,082.06	55,917.94	3.59
8660	Interest	100.00	100.00		100.00	
	<b>Total Other Local Revenue</b>	<b>58,100.00</b>	<b>58,100.00</b>	<b>2,082.06</b>	<b>56,017.94</b>	<b>3.58</b>
	<b>Total Year To Date Revenues</b>	<b>162,900.00</b>	<b>162,900.00</b>	<b>2,082.06</b>	<b>160,817.94</b>	<b>1.28</b>

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
<b>Expenditure Detail</b>							
<b>Classified Salaries</b>							
2200	Classified Support Salaries	46,684.00	46,684.00	21,106.16	9,250.13	16,327.71	19.81
2212	Substitute Cafeteria Worker	4,740.00	4,740.00		155.00	4,585.00	3.27
2250	Classified Support Overtime	2,444.00	2,444.00		823.69	1,620.31	33.70
2400	Clerical and Office Salaries	18,972.00	18,972.00	13,196.00	4,948.50	827.50	26.08
	<b>Total Classified Salaries</b>	<b>72,840.00</b>	<b>72,840.00</b>	<b>34,302.16</b>	<b>15,177.32</b>	<b>23,360.52</b>	<b>20.84</b>
<b>Employee Benefits</b>							
3202	PERS, classified positions	8,185.00	8,185.00	4,063.68	1,779.66	2,341.66	21.74
3302	OASDI/Medicare/Alternative, cl	5,271.00	5,271.00	2,254.56	1,068.66	1,947.78	20.27
3402	Health & Welfare Benefits, cla	13,417.00	13,417.00	10,733.84	2,683.46	.30-	20.00
3502	SUI, classified positions	34.00	34.00	14.80	7.00	12.20	20.59
3602	Work Comp Ins, classified posi	2,070.00	2,070.00	886.72	392.34	790.94	18.95
	<b>Total Employee Benefits</b>	<b>28,977.00</b>	<b>28,977.00</b>	<b>17,953.60</b>	<b>5,931.12</b>	<b>5,092.28</b>	<b>20.47</b>
<b>Books and Supplies</b>							
4300	Materials and Supplies	10,210.00	10,710.00	2,676.89	3,076.77	4,956.34	28.73
4400	Non-Capitalized Equipment	3,500.00	5,500.00			5,500.00	
4700	Food	64,323.00	61,823.00	50,945.89	10,585.48	291.63	17.12
	<b>Total Books and Supplies</b>	<b>78,033.00</b>	<b>78,033.00</b>	<b>53,622.78</b>	<b>13,662.25</b>	<b>10,747.97</b>	<b>17.51</b>
<b>Services and Other Operating Expenditures</b>							
5220	STAFF DEVELOPMENT	300.00	300.00			300.00	

Selection Grouped by Account Type - Sorted by Org, Fund, Object, Filtered by (Org = 603, Starting Period = 1, Ending Account Period = 4, Stmt Option? = R, Zero Amounts? = N, SACS? = N, Restricted? = Y)

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## Fund 130 - Cafeteria Fund

Fiscal Year 2015/16 Through October 2015

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
<b>Expenditure Detail (continued)</b>							
<b>Services and Other Operating Expenditures (continued)</b>							
5600	Rentals,Leases,Repairs & Nonca	4,185.00	4,185.00	2,640.78	786.70	757.52	18.80
5800	Professnl/Consult Serv & Opera	1,505.00	1,505.00		625.00	880.00	41.53
	<b>Total Services and Other Operating Expenditures</b>	<b>5,990.00</b>	<b>5,990.00</b>	<b>2,640.78</b>	<b>1,411.70</b>	<b>1,937.52</b>	<b>23.57</b>
<b>Capital Outlay</b>							
6400	Equipment		5,392.00		5,373.93	18.07	99.66
	<b>Total Capital Outlay</b>	<b>.00</b>	<b>5,392.00</b>	<b>.00</b>	<b>5,373.93</b>	<b>18.07</b>	<b>99.66</b>
<b>Transfers of Indirect/direct support costs</b>							
7350	Direct Support/Indirect Costs	2,174.00	2,174.00			2,174.00	
	<b>Total Transfers of Indirect/direct support costs</b>	<b>2,174.00</b>	<b>2,174.00</b>	<b>.00</b>	<b>.00</b>	<b>2,174.00</b>	
	<b>Total Year To Date Expenditures</b>	<b>188,014.00</b>	<b>193,406.00</b>	<b>108,519.32</b>	<b>41,556.32</b>	<b>43,330.36</b>	<b>21.49</b>

## Fund 130 - Cafeteria Fund

Fiscal Year 2015/16 Through October 2015

Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
<b>Revenues, Expenditures, and Changes in Fund Balance</b>						
A. Revenues	162,900.00	162,900.00		2,082.06	160,817.94	1.28
B. Expenditures	188,014.00	193,406.00	108,519.32	41,556.32	43,330.36	21.49
C. Subtotal (Revenue LESS Expense)	25,114.00-	30,506.00-		39,474.26-	117,487.58	
D. Other Financing Sources and Uses						
Sources						
LESS Uses						
E. Net Change in Fund Balance	25,114.00-	30,506.00-		39,474.26-	117,487.58	
F. Fund Balance:						
Beginning Balance (9791)	32,834.00	64,887.00		64,887.31		
Audit Adjustments (9793)						
Other Restatements (9795)						
Adjusted Beginning Balance	32,834.00	64,887.00		64,887.31		
G. Calculated Ending Balance	7,720.00	34,381.00		25,413.05		
*Components of Ending Fund Balance						
Legally Restricted (9740)	7,720.00	2,328.00				
Other Designations (9780)						
Undesig/Unapprop (9790)		32,053.00				
Other				108,519.32		

## Fund 140 - Deferred Maintenance Fund

Fiscal Year 2015/16 Through October 2015

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
<b>Expenditure Detail</b>							
<b>Services and Other Operating Expenditures</b>							
5600	Rentals,Leases,Repairs & Nonca		11,669.00		11,269.00	400.00	96.57
	<b>Total Services and Other Operating Expenditures</b>	<b>.00</b>	<b>11,669.00</b>	<b>.00</b>	<b>11,269.00</b>	<b>400.00</b>	<b>96.57</b>
	<b>Total Year To Date Expenditures</b>	<b>.00</b>	<b>11,669.00</b>	<b>.00</b>	<b>11,269.00</b>	<b>400.00</b>	<b>96.57</b>

## Fund 140 - Deferred Maintenance Fund

Fiscal Year 2015/16 Through October 2015

Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
<b>Revenues, Expenditures, and Changes in Fund Balance</b>						
A. Revenues						
B. Expenditures		11,669.00		11,269.00	400.00	96.57
C. Subtotal (Revenue LESS Expense)	.00	11,669.00-		11,269.00-	400.00-	
D. Other Financing Sources and Uses						
Sources						
LESS Uses						
E. Net Change in Fund Balance	.00	11,669.00-		11,269.00-	400.00-	
F. Fund Balance:						
Beginning Balance (9791)	121,929.00	130,812.00		130,812.20		
Audit Adjustments (9793)						
Other Restatements (9795)						
Adjusted Beginning Balance	121,929.00	130,812.00		130,812.20		
G. Calculated Ending Balance	121,929.00	119,143.00		119,543.20		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)		8,883.00				
Other	121,929.00	110,260.00				

## Fund 150 - Pupil Transportation Equipment

Fiscal Year 2015/16 Through October 2015

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
<b>Revenue Detail</b>						
<b>Other Local Revenue</b>						
8660	Interest	60.00	60.00		60.00	
<b>Total Other Local Revenue</b>		<b>60.00</b>	<b>60.00</b>	<b>.00</b>	<b>60.00</b>	
<b>Total Year To Date Revenues</b>		<b>60.00</b>	<b>60.00</b>	<b>.00</b>	<b>60.00</b>	

## Fund 150 - Pupil Transportation Equipment

Fiscal Year 2015/16 Through October 2015

Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
<b>Revenues, Expenditures, and Changes in Fund Balance</b>						
A. Revenues	60.00	60.00			60.00	
B. Expenditures						
C. Subtotal (Revenue LESS Expense)	60.00	60.00		.00	60.00	
D. Other Financing Sources and Uses						
Sources						
LESS Uses						
E. Net Change in Fund Balance	60.00	60.00		.00	60.00	
F. Fund Balance:						
Beginning Balance (9791)	19,847.00	19,850.00		19,849.90		
Audit Adjustments (9793)						
Other Restatements (9795)						
Adjusted Beginning Balance	19,847.00	19,850.00		19,849.90		
G. Calculated Ending Balance	19,907.00	19,910.00		19,849.90		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)		3.00				
Other	19,907.00	19,907.00				

## Fund 171 - S/R Capital Outlay-Technology

Fiscal Year 2015/16 Through October 2015

Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
<b>Revenues, Expenditures, and Changes in Fund Balance</b>						
A. Revenues						
B. Expenditures						
C. Subtotal (Revenue LESS Expense)						
D. Other Financing Sources and Uses						
Sources						
LESS Uses						
E. Net Change in Fund Balance						
F. Fund Balance:						
Beginning Balance (9791)	36.00	36.00		36.01		
Audit Adjustments (9793)						
Other Restatements (9795)						
Adjusted Beginning Balance	36.00	36.00		36.01		
G. Calculated Ending Balance	36.00	36.00		36.01		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)						
Other	36.00	36.00				

## Fund 173 - S/R Capital Outlay-Equipment

Fiscal Year 2015/16 Through October 2015

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
<b>Revenue Detail</b>						
<b>Other Local Revenue</b>						
8660	Interest	35.00	35.00		35.00	
<b>Total Other Local Revenue</b>		<b>35.00</b>	<b>35.00</b>	<b>.00</b>	<b>35.00</b>	
<b>Total Year To Date Revenues</b>		<b>35.00</b>	<b>35.00</b>	<b>.00</b>	<b>35.00</b>	

## Fund 173 - S/R Capital Outlay-Equipment

Fiscal Year 2015/16 Through October 2015

Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
<b>Revenues, Expenditures, and Changes in Fund Balance</b>						
A. Revenues	35.00	35.00			35.00	
B. Expenditures						
C. Subtotal (Revenue LESS Expense)	35.00	35.00		.00	35.00	
D. Other Financing Sources and Uses						
Sources						
LESS Uses						
E. Net Change in Fund Balance	35.00	35.00		.00	35.00	
F. Fund Balance:						
Beginning Balance (9791)	10,548.00	10,546.00		10,545.64		
Audit Adjustments (9793)						
Other Restatements (9795)						
Adjusted Beginning Balance	10,548.00	10,546.00		10,545.64		
G. Calculated Ending Balance	10,583.00	10,581.00		10,545.64		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)		2.00-				
Other	10,583.00	10,583.00				

## Fund 211 - Building Fund

Fiscal Year 2015/16 Through October 2015

Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
<b>Revenues, Expenditures, and Changes in Fund Balance</b>						
A. Revenues						
B. Expenditures						
C. Subtotal (Revenue LESS Expense)						
D. Other Financing Sources and Uses						
Sources						
LESS Uses						
E. Net Change in Fund Balance						
F. Fund Balance:						
Beginning Balance (9791)		6.00		6.08		
Audit Adjustments (9793)						
Other Restatements (9795)						
Adjusted Beginning Balance	.00	6.00		6.08		
G. Calculated Ending Balance	.00	6.00		6.08		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)		6.00				
Other						

## Fund 251 - Developer Fees

Fiscal Year 2015/16 Through October 2015

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
<b>Revenue Detail</b>						
<b>Other Local Revenue</b>						
8660	Interest	140.00	140.00		140.00	
<b>Total Other Local Revenue</b>		<b>140.00</b>	<b>140.00</b>	<b>.00</b>	<b>140.00</b>	
<b>Total Year To Date Revenues</b>		<b>140.00</b>	<b>140.00</b>	<b>.00</b>	<b>140.00</b>	

## Fund 251 - Developer Fees

Fiscal Year 2015/16 Through October 2015

Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
<b>Revenues, Expenditures, and Changes in Fund Balance</b>						
A. Revenues	140.00	140.00			140.00	
B. Expenditures						
C. Subtotal (Revenue LESS Expense)	140.00	140.00		.00	140.00	
D. Other Financing Sources and Uses						
Sources						
LESS Uses						
E. Net Change in Fund Balance	140.00	140.00		.00	140.00	
F. Fund Balance:						
Beginning Balance (9791)	56,918.00	60,652.00		60,652.39		
Audit Adjustments (9793)						
Other Restatements (9795)						
Adjusted Beginning Balance	56,918.00	60,652.00		60,652.39		
G. Calculated Ending Balance	57,058.00	60,792.00		60,652.39		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)	57,058.00	57,058.00				
Undesig/Unapprop (9790)		3,734.00				
Other						

## Fund 355 - School Facilities Hardship

Fiscal Year 2015/16 Through October 2015

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
Revenue Detail						
Other Local Revenue						
8660	Interest	20.00	20.00		20.00	
Total Other Local Revenue		20.00	20.00	.00	20.00	
Total Year To Date Revenues		20.00	20.00	.00	20.00	

## Fund 355 - School Facilities Hardship

Fiscal Year 2015/16 Through October 2015

Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
<b>Revenues, Expenditures, and Changes in Fund Balance</b>						
A. Revenues	20.00	20.00			20.00	
B. Expenditures						
C. Subtotal (Revenue LESS Expense)	20.00	20.00		.00	20.00	
D. Other Financing Sources and Uses						
Sources						
LESS Uses						
E. Net Change in Fund Balance	20.00	20.00		.00	20.00	
F. Fund Balance:						
Beginning Balance (9791)	51,975.00	52,055.00		52,054.78		
Audit Adjustments (9793)						
Other Restatements (9795)						
Adjusted Beginning Balance	51,975.00	52,055.00		52,054.78		
G. Calculated Ending Balance	51,995.00	52,075.00		52,054.78		
*Components of Ending Fund Balance						
Legally Restricted (9740)	51,995.00	51,995.00				
Other Designations (9780)						
Undesig/Unapprop (9790)		80.00				
Other						

## Fund 401 - Sp Res Cap Outlay Proj, Constr

Fiscal Year 2015/16 Through October 2015

Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
<b>Revenues, Expenditures, and Changes in Fund Balance</b>						
A. Revenues						
B. Expenditures						
C. Subtotal (Revenue LESS Expense)						
D. Other Financing Sources and Uses						
Sources						
LESS Uses						
E. Net Change in Fund Balance						
F. Fund Balance:						
Beginning Balance (9791)	245.00	245.00		244.59		
Audit Adjustments (9793)						
Other Restatements (9795)						
Adjusted Beginning Balance	245.00	245.00		244.59		
G. Calculated Ending Balance	245.00	245.00		244.59		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)						
Other	245.00	245.00				

## Fund 510 - Bond Interest &amp; Redem 67117056

Fiscal Year 2015/16 Through October 2015

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
<b>Revenue Detail</b>						
<b>Other State Revenues</b>						
8571	Voted Indebtedness Levies, HOP	1,266.00	1,266.00		1,266.00	
	<b>Total Other State Revenues</b>	<b>1,266.00</b>	<b>1,266.00</b>	<b>.00</b>	<b>1,266.00</b>	
<b>Other Local Revenue</b>						
8611	Voted Indebtedness Levies, Sec	256,723.00	256,723.00		256,723.00	
8612	Voted Indebtedness Levies, Uns	5,403.00	5,403.00		5,403.00	
8614	Voted Indebtedness Levies, Sup			268.06	268.06	NO BDGT
8660	Interest	400.00	400.00		400.00	
	<b>Total Other Local Revenue</b>	<b>262,526.00</b>	<b>262,526.00</b>	<b>268.06</b>	<b>262,257.94</b>	<b>0.10</b>
	<b>Total Year To Date Revenues</b>	<b>263,792.00</b>	<b>263,792.00</b>	<b>268.06</b>	<b>263,523.94</b>	<b>0.10</b>

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
<b>Expenditure Detail</b>							
<b>Debt Service</b>							
7433	Bond Redemptions	110,000.00	110,000.00		110,000.00		100.00
7434	Bond Interest and Other Serv	152,150.00	152,150.00		76,899.82	75,250.18	50.54
	<b>Total Debt Service</b>	<b>262,150.00</b>	<b>262,150.00</b>	<b>.00</b>	<b>186,899.82</b>	<b>75,250.18</b>	<b>71.29</b>
	<b>Total Year To Date Expenditures</b>	<b>262,150.00</b>	<b>262,150.00</b>	<b>.00</b>	<b>186,899.82</b>	<b>75,250.18</b>	<b>71.29</b>

## Fund 510 - Bond Interest &amp; Redem 67117056

Fiscal Year 2015/16 Through October 2015

Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
<b>Revenues, Expenditures, and Changes in Fund Balance</b>						
A. Revenues	263,792.00	263,792.00		268.06	263,523.94	0.10
B. Expenditures	262,150.00	262,150.00		186,899.82	75,250.18	71.29
C. Subtotal (Revenue LESS Expense)	1,642.00	1,642.00		186,631.76-	188,273.76	
D. Other Financing Sources and Uses						
Sources						
LESS Uses						
E. Net Change in Fund Balance	1,642.00	1,642.00		186,631.76-	188,273.76	
F. Fund Balance:						
Beginning Balance (9791)	234,610.00	249,007.00		249,007.05		
Audit Adjustments (9793)						
Other Restatements (9795)						
Adjusted Beginning Balance	234,610.00	249,007.00		249,007.05		
G. Calculated Ending Balance	236,252.00	250,649.00		62,375.29		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)		14,397.00				
Other	236,252.00	236,252.00				

## Fund 511 - Bond Interest &amp; Redem 67118381

Fiscal Year 2015/16 Through October 2015

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
<b>Revenue Detail</b>						
<b>Other State Revenues</b>						
8571	Voted Indebtedness Levies, HOP	1,234.00	1,234.00		1,234.00	
	<b>Total Other State Revenues</b>	<b>1,234.00</b>	<b>1,234.00</b>	<b>.00</b>	<b>1,234.00</b>	
<b>Other Local Revenue</b>						
8611	Voted Indebtedness Levies, Sec	250,305.00	250,305.00		250,305.00	
8612	Voted Indebtedness Levies, Uns	5,722.00	5,722.00		5,722.00	
8614	Voted Indebtedness Levies, Sup			281.37	281.37-	NO BDGT
8660	Interest	500.00	500.00		500.00	
	<b>Total Other Local Revenue</b>	<b>256,527.00</b>	<b>256,527.00</b>	<b>281.37</b>	<b>256,245.63</b>	<b>0.11</b>
	<b>Total Year To Date Revenues</b>	<b>257,761.00</b>	<b>257,761.00</b>	<b>281.37</b>	<b>257,479.63</b>	<b>0.11</b>

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
<b>Expenditure Detail</b>							
<b>Debt Service</b>							
7433	Bond Redemptions	165,000.00	165,000.00		165,000.00		100.00
7434	Bond Interest and Other Servic	168,938.00	168,938.00		86,511.22	82,426.78	51.21
	<b>Total Debt Service</b>	<b>333,938.00</b>	<b>333,938.00</b>	<b>.00</b>	<b>251,511.22</b>	<b>82,426.78</b>	<b>75.32</b>
	<b>Total Year To Date Expenditures</b>	<b>333,938.00</b>	<b>333,938.00</b>	<b>.00</b>	<b>251,511.22</b>	<b>82,426.78</b>	<b>75.32</b>

## Fund 511 - Bond Interest &amp; Redem 67118381

Fiscal Year 2015/16 Through October 2015

Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
<b>Revenues, Expenditures, and Changes in Fund Balance</b>						
A. Revenues	257,761.00	257,761.00		281.37	257,479.63	0.11
B. Expenditures	333,938.00	333,938.00		251,511.22	82,426.78	75.32
C. Subtotal (Revenue LESS Expense)	76,177.00-	76,177.00-		251,229.85-	175,052.85	
D. Other Financing Sources and Uses						
Sources						
LESS Uses						
E. Net Change in Fund Balance	76,177.00-	76,177.00-		251,229.85-	175,052.85	
F. Fund Balance:						
Beginning Balance (9791)	309,433.00	320,942.00		320,942.24		
Audit Adjustments (9793)						
Other Restatements (9795)						
Adjusted Beginning Balance	309,433.00	320,942.00		320,942.24		
G. Calculated Ending Balance	233,256.00	244,765.00		69,712.39		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)		11,509.00				
Other	233,256.00	233,256.00				

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**Golden Valley Charter School**  
**October 2015 Monthly Financial Update (actuals through 9/30/15)**  
**HOW TO READ THE MONTHLY FINANCIAL UPDATE**

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This Monthly Financial Update compares the School's most recent Board-approved annual budget with actual revenue, expenses, and cash flow for the year to date (YTD). This report is an informational item only and is not a modification to the current Board-approved operating budget. Revisions to the annual budget must be a separate agenda item.

The "Year-To-Date Budget vs. Actuals" page shows what percentage of the annual budget has been received or expended so far this year. It then shows the historical percentage at this same point in the year during prior years, and the difference ("variance") between this year and prior years. This variance is then annualized to show the fiscal effect if the variance continues all year. One-time adjustments (for example, a change in revenue timing or a large up-front purchase) that can modify YTD percentages are then applied to the variance amounts to provide an apples-to-apples comparison with prior years. The final rightmost column shows the true estimated variance between the most recent Board-approved Budget and the current outlook for the year. In other words, if nothing else changes, the School can expect the year to end this much above or below the most recent budget.

Changes in ADA-based revenues are shown on the "ADA/Enrollment" page. Because a change in ADA-based revenues is often not reflected until the end of the fiscal year, we calculate the impact of these changes separately and then include them on the main budget vs. actuals page.

The "Balance Sheet" page shows a snapshot of the School's assets and liabilities as of the most recent month, as well as the Balance Sheet at the start of the year. Note that since a substantial portion of revenues are deferred until later in the year, it is typical for the Balance Sheet to be lower during the year than at the start.

The next page is the "Monthly Cash Flow" page, which shows revenues and expenditures by month, as well as all other transactions affecting cash. This report shows the actual and projected cash balance at the end of each month for the entire year.

The final pages are the "Statewide Comparison", where the School's spending by category is compared with an average of all charter schools statewide, as well as a subset of schools with similar ADA.

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**Golden Valley Charter School**  
**October 2015 Monthly Financial Update (actuals through 9/30/15)**  
**SUMMARY ANALYSIS**

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Currently, GVCS is projected to end \$37,817 less than the July 1 Budget estimate. However, this is based on early trending, and may change significantly if spending patterns vary in the next several months.

Early trends indicate salaries and benefits may exceed current budgeted levels by \$56,161. This variance takes into account the COLA adjustments and step increases implemented at the start of the 15-16 fiscal year. This figure also includes \$35,500 in LCAP stipends which have yet to be allocated.

Spending on instructional materials is roughly \$18,400 lower than in prior years at this point. It does not yet present a problem, but if the underspending trend continues, it can cause instructional spending for the year to fall below SB740 guidelines.

The next financial update will be the First Interim Budget Update due December 15 and will include year-to-date activity through October 31. The First Interim Budget will replace the Monthly Financial Update that is prepared at the first of each month.

**Golden Valley Charter School**  
**October 2015 Monthly Financial Update (actuals through 9/30/15)**  
**Year-to-Date Budget vs. Actuals**

	Current Budget	YTD Actuals	YTD Actuals as % of Budget	Historical YTD %	Variance from Historical (in %)	Annualized Variance (in %)	Annualized Variance(in \$)	Adjustments	Annual Variance from Budget
<b>Revenue</b>									
LCFF Main Funding	5,527,003	545,481	9.9%					\$ -	\$ -
Federal	116,442	0	0.0%					-	-
Other State	809,833	35	0.0%					-	-
Other Local	5,050	17,751	351.5%					-	-
<b>Revenue Total</b>	<b>6,458,328</b>	<b>563,267</b>	<b>8.7%</b>					<b>\$ -</b>	<b>\$ -</b>
<b>Expenditure</b>									
Certificated Salaries	2,161,769	350,910	16.2%	18.1%	-1.9%	-7.4%	\$ (160,084)	\$ 206,000	\$ 45,916
Classified Salaries	146,985	27,113	18.4%	19.0%	-0.5%	-2.0%	(3,005)		(3,005)
Benefits	685,870	111,971	16.3%	17.0%	-0.7%	-2.9%	(19,750)	33,000	13,250
Books & Supplies	1,732,262	84,509	4.9%	43.6%	-38.7%	-154.7%	(2,680,505)	2,612,000	(68,505)
Services & Operations	1,350,118	210,887	15.6%	18.2%	-2.6%	-10.4%	(139,839)	190,000	50,161
<b>Expenditure Total</b>	<b>6,077,005</b>	<b>785,392</b>	<b>12.9%</b>	<b>20.0%</b>	<b>-20.0%</b>	<b>-80.1%</b>	<b>\$ (3,003,183)</b>	<b>\$ 3,041,000</b>	<b>\$ 37,817</b>
								<b>\$ (3,041,000)</b>	<b>\$ (37,817)</b>
<b>Net Total</b>	<b>381,324</b>	<b>(222,124)</b>							over budget

**Notes/Log of Changes**

1. For detail of ADA-based revenue adjustments, see the ADA/Enrollment page
2. Adjustments to Expenditures are to correct for overstatement of annualized variance.

During the first few months of the fiscal year, minor variances in year-to-date spending become substantial when extrapolated over the entire year. As more months are completed, annualized variance projections will become increasingly more accurate. The adjustments shown here modify the year-to-date estimates to produce the best current estimate of true variances from budget.

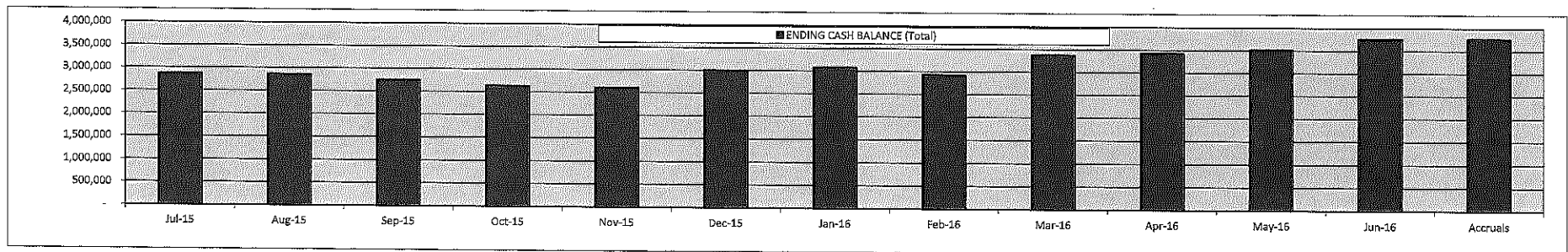
Updated Budget Surplus incl. Latest Variance:	<b>\$ 343,507</b>
Unaudited Beginning Balance:	<b>\$ 2,890,889</b>
New Projected Ending Balance:	<b>\$ 3,234,396</b>
Ending Balance as % of Expenditures:	<b>53.22%</b>

**Golden Valley Charter School**  
**October 2015 Monthly Financial Update (actuals through 9/30/15)**  
**Year-To-Date Balance Sheet**

<b>ASSETS</b>	<b>Balance on 7/1/15</b>	<b>Current Balance</b>	<b>Change Since Start Of Year</b>
<b>CURRENT ASSETS</b>			
Cash & Cash Equivalents	\$ 2,507,762	\$ 2,754,515	\$ 246,753
Accounts Receivable	729,845	93,062	(636,782)
Other Current Assets	26,139	-	(26,139)
<b>TTL CURRENT ASSETS</b>	<b>\$ 3,263,746</b>	<b>\$ 2,847,578</b>	<b>\$ (416,168)</b>
<b>OTHER ASSETS</b>			
Property & Equipment	\$ -	\$ -	\$ -
Deposits	10,035	10,035	-
<b>TTL OTHER ASSETS</b>	<b>\$ 10,035</b>	<b>\$ 10,035</b>	<b>\$ -</b>
<b>TTL ASSETS</b>	<b>\$ 3,273,781</b>	<b>\$ 2,857,613</b>	<b>\$ (416,168)</b>
<b>LIABILITIES</b>			
<b>CURRENT LIABILITIES</b>			
Accounts Payable	\$ 382,834	\$ 188,791	\$ (194,044)
Short-Term Debt (RANs/Loans)	-	-	-
<b>TTL CURRENT LIABILITIES</b>	<b>\$ 382,834</b>	<b>\$ 188,791</b>	<b>\$ (194,044)</b>
<b>LONG-TERM LIABILITIES</b>			
Other Long-Term Liabilities	-	-	\$ -
<b>TTL LONG-TERM LIABILITIES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TTL LIABILITIES</b>	<b>\$ 382,834</b>	<b>\$ 188,791</b>	<b>\$ (194,044)</b>
<b>ENDING NET ASSET BALANCE</b>	<b>\$ 2,890,946</b>	<b>\$ 2,668,822</b>	<b>\$ (222,124)</b>

**Golden Valley Charter School**  
**October 2015 Monthly Financial Update (actuals through 9/30/15)**  
**2015-16 Monthly Cash Flow Statement**

Description	2015-16 Budget	ACTUAL												Accruals	TOTAL
		Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16		
<b>BEGINNING CASH</b>		<b>2,507,762</b>	<b>2,867,211</b>	<b>2,858,967</b>	<b>2,754,515</b>	<b>2,634,190</b>	<b>2,610,749</b>	<b>2,999,256</b>	<b>3,072,846</b>	<b>2,926,811</b>	<b>3,375,730</b>	<b>3,430,014</b>	<b>3,519,686</b>	<b>3,770,924</b>	<b>2,507,762</b>
<b>CASH INFLOWS</b>															
<b>REVENUES</b>															
State Aid	3,454,810	-	165,484	165,484	297,871	297,871	297,871	297,871	326,898	326,898	326,898	326,898	326,898	297,870	3,454,810
EPA	914,198	-	-	-	-	-	249,200	-	-	332,499	-	-	332,499	-	914,198
In-Lieu Of Property Taxes	1,157,995	-	71,504	143,009	97,642	97,642	97,642	97,642	97,642	151,757	75,879	75,879	-	151,757	1,157,995
Federal	116,442	-	-	-	-	10,485	4,425	819	6,394	3,555	1,561	3,555	-	85,645	116,442
Other State	809,833	-	-	35	22,632	24,947	211,713	113,247	38,199	47,820	111,788.94	47,820	71,789	119,844	809,833
Other Local	5,050	-	216	17,535	258	93	152	1,166	318	736	383	736	(16,553)	-	5,050
<b>TTL REVENUES</b>	<b>6,458,328</b>	<b>-</b>	<b>237,204</b>	<b>326,063</b>	<b>418,403</b>	<b>431,038</b>	<b>861,013</b>	<b>510,745</b>	<b>469,451</b>	<b>863,265</b>	<b>516,509</b>	<b>454,888</b>	<b>714,632</b>	<b>655,117</b>	<b>6,458,328</b>
<b>EXPENDITURES</b>															
Certificated Salaries	2,161,769	22,350	155,470	173,091	168,523	184,950	229,169	175,247	179,727	177,961	171,741	172,357	171,140	180,044	2,161,769
Classified Salaries	146,985	3,025	11,424	12,665	12,820	12,155	10,846	14,200	12,246	10,917	12,208	12,910	13,535	8,039	146,985
Benefits	685,870	7,470	49,860	54,642	72,319	64,851	59,011	58,711	58,183	55,195	55,560	56,232	57,785	36,053	685,870
Books & Supplies	1,708,724	16	14,506	69,987	79,062	99,181	54,945	43,046	202,054	92,942	139,803	23,224	46,017	843,941	1,708,724
Services & Operations	1,373,656	83,183	26,163	101,541	206,003	93,344	118,534	145,951	163,277	77,331	82,918	100,494	174,916	-	1,373,656
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Outgo	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>TTL EXPENSES</b>	<b>6,077,005</b>	<b>116,045</b>	<b>257,422</b>	<b>411,924</b>	<b>538,728</b>	<b>454,480</b>	<b>472,505</b>	<b>437,154</b>	<b>615,486</b>	<b>414,347</b>	<b>462,225</b>	<b>365,217</b>	<b>463,393</b>	<b>1,068,077</b>	<b>6,077,005</b>
<b>OTHER CASH INFLOWS/OUTFLOWS</b>															
Accounts Receivable (net change)		598,549	38,233	-	-	-	-	-	-	-	-	-	-	(655,117)	(18,334)
Loan Proceeds/Repayment		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Change in Payables		(149,195)	(26,258)	(18,591)	-	-	-	-	-	-	-	-	-	1,068,077	874,034
Fixed Asset Acquisitions		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Cash Inflows/Outflows		26,139	-	-	-	-	-	-	-	-	-	-	-	-	26,139
<b>TTL OTHER INFLOWS/OUTFLOWS</b>		<b>475,493</b>	<b>11,975</b>	<b>(18,591)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>412,961</b>	<b>881,838</b>
<b>ENDING CASH BALANCE (Total)</b>		<b>2,867,211</b>	<b>2,858,967</b>	<b>2,754,515</b>	<b>2,634,190</b>	<b>2,610,749</b>	<b>2,999,256</b>	<b>3,072,846</b>	<b>2,926,811</b>	<b>3,375,730</b>	<b>3,430,014</b>	<b>3,519,686</b>	<b>3,770,924</b>	<b>3,770,924</b>	



**Golden Valley Charter School**  
**WARRANT REGISTER: October 2015**

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Check Number	Check Date	Vendor	Total
58878	10/2/2015	Barnes & Noble Inc	\$ 94.54
58879	10/2/2015	Brave Writer, LLC	\$ 98.90
58880	10/2/2015	Canyon Theatre Guild	\$ 327.34
58881	10/2/2015	Carson- Dellosa	\$ 49.91
58882	10/2/2015	Cassell's Music, Inc	\$ 879.06
58883	10/2/2015	Central Music	\$ 170.00
58884	10/2/2015	Classic Education, Inc	\$ 22.72
58885	10/2/2015	Connections Learning	\$ 395.00
58886	10/2/2015	Cuizon Ballet Centre	\$ 535.00
58887	10/2/2015	Dick Blick Company	\$ 525.31
58888	10/2/2015	ETA/Hand2Mind	\$ 10.85
58889	10/2/2015	Follett Educational Services	\$ 366.40
58890	10/2/2015	Handwriting Without Tears	\$ 67.22
58891	10/2/2015	Homeschool Programming, Inc	\$ 84.97
58892	10/2/2015	Houghton Mifflin Harcourt	\$ 264.77
58893	10/2/2015	Insect Lore	\$ 34.81
58894	10/2/2015	Keyboard Galleria Music Center	\$ 247.50
58895	10/2/2015	Mary Converse Tutoring	\$ 280.00
58896	10/2/2015	Math- U- See California, Inc	\$ 790.11
58897	10/2/2015	Mindware	\$ 116.84
58898	10/2/2015	MJP Computers	\$ 466.89
58899	10/2/2015	Monarch's Natl Gym Training Ctr	\$ 411.00
58900	10/2/2015	Moving Beyond The Page	\$ 590.79
58901	10/2/2015	Nancy Larson Publishers, Inc.	\$ 599.24
58902	10/2/2015	Nasco Modesto	\$ 46.82
58903	10/2/2015	North Dakota Center For Distance Education	\$ 300.00
58904	10/2/2015	Office Depot (33678604)	\$ 237.69
58905	10/2/2015	Office Depot eCommerce (69031734)	\$ 893.31
58906	10/2/2015	Peace Hill Press, Inc	\$ 55.77
58907	10/2/2015	Pearson Education	\$ 416.41
58908	10/2/2015	Platinum Gym/Sprts Ctr	\$ 490.00
58909	10/2/2015	Rainbow Resource Center	\$ 969.92
58910	10/2/2015	Rosetta Stone, Ltd. (Fairfield)	\$ 245.38
58911	10/2/2015	Singapore Math, Inc	\$ 428.14
58912	10/2/2015	Staples - eCommerce (Acct: GVCSP0)	\$ 388.15
58913	10/2/2015	Teaching Textbooks, Inc.	\$ 449.75
58914	10/2/2015	All About Spelling/Reading	\$ 166.45
58915	10/2/2015	Appolina Osborne	\$ 109.28
58916	10/2/2015	Avko Dyslexia & Spelling	\$ 31.00
58917	10/2/2015	Barnes & Noble Inc	\$ 216.03
58918	10/2/2015	Blackbird & Company	\$ 426.63
58919	10/2/2015	Cassell's Music, Inc	\$ 468.80
58920	10/2/2015	Christine Albright	\$ 205.28
58921	10/2/2015	Create! Press	\$ 320.01
58922	10/2/2015	Cuizon Ballet Centre	\$ 230.00
58923	10/2/2015	Curriculum Associates	\$ 6,132.00
58924	10/2/2015	Delta Education	\$ 462.34
58926	10/2/2015	Follett Educational Services	\$ 128.16
58927	10/2/2015	Houghton Mifflin Harcourt	\$ 421.18

**Golden Valley Charter School**  
**WARRANT REGISTER: October 2015**

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Check Number	Check Date	Vendor	Total
58928	10/2/2015	Insect Lore	\$ 29.44
58929	10/2/2015	Kids Art Inc - Sherman Oaks	\$ 355.50
58930	10/2/2015	Lakeshore Learning Materials	\$ 399.81
58931	10/2/2015	McGraw-Hill	\$ 300.42
58932	10/2/2015	MJP Computers	\$ 696.75
58933	10/2/2015	Moving Beyond The Page	\$ 854.26
58934	10/2/2015	Nasco Modesto	\$ 70.29
58935	10/2/2015	Oak Meadow Inc	\$ 508.00
58936	10/2/2015	Office Depot (33678604)	\$ 434.01
58937	10/2/2015	Office Depot eCommerce (69031734)	\$ 450.82
58938	10/2/2015	One Spark Academy	\$ 127.06
58939	10/2/2015	Peace Hill Press, Inc	\$ 119.67
58940	10/2/2015	Pearson Education	\$ 241.12
58941	10/2/2015	Platinum Gym/Sprts Ctr	\$ 320.00
58942	10/2/2015	Racheal Yard	\$ 264.93
58943	10/2/2015	Rainbow Resource Center	\$ 951.92
58944	10/2/2015	Recorded Books, Inc.	\$ 64.58
58945	10/2/2015	Redbird Advanced Learning	\$ 90.00
58946	10/2/2015	Singapore Math, Inc	\$ 581.77
58947	10/2/2015	Staples - eCommerce (Acct: GVCSP0)	\$ 95.70
58948	10/2/2015	Staples Business (Acct: @B18634)	\$ 587.81
58949	10/2/2015	Tiffany Stark	\$ 236.03
58950	10/2/2015	Time 4 Learning	\$ 50.00
58951	10/2/2015	Tricia Purcell	\$ 150.19
58952	10/2/2015	Urban Homeschoolers	\$ 170.19
58953	10/2/2015	Usborne Books (EDC Educational Services)	\$ 116.51
58954	10/2/2015	Wendy Theobald	\$ 341.55
58960	10/9/2015	Acorn Naturalists	\$ 18.22
58961	10/9/2015	Aleks (McGraw-Hill)	\$ 85.00
58962	10/9/2015	All About Spelling/Reading	\$ 63.80
58963	10/9/2015	Allegretto Music School	\$ 480.00
58964	10/9/2015	American Science & Surplus	\$ 29.90
58965	10/9/2015	Apple Inc	\$ 515.11
58966	10/9/2015	Art Supplies Wholesale	\$ 145.68
58967	10/9/2015	Arts Attack	\$ 364.75
58968	10/9/2015	Barnes & Noble Inc	\$ 1,169.32
58969	10/9/2015	California Science Ctr Foundation	\$ 645.00
58970	10/9/2015	Cassell's Music, Inc	\$ 100.00
58971	10/9/2015	Connections Education (AA)	\$ 3,650.00
58972	10/9/2015	Cuizon Ballet Centre	\$ 300.00
58973	10/9/2015	Curriculum Associates	\$ 145.97
58974	10/9/2015	Delian Music	\$ 122.00
58975	10/9/2015	Dick Blick Company	\$ 134.29
58976	10/9/2015	Edgenuity Inc.	\$ 325.00
58977	10/9/2015	Follett Educational Services	\$ 330.23
58978	10/9/2015	Growing With Grammar (JackKris)	\$ 87.37
58979	10/9/2015	Handwriting Without Tears	\$ 23.72
58980	10/9/2015	Home Science Tools	\$ 224.86
58982	10/9/2015	Houghton Mifflin Harcourt	\$ 63.00

**Golden Valley Charter School**  
**WARRANT REGISTER: October 2015**

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Check Number	Check Date	Vendor	Total
58983	10/9/2015	In The Hands Of A Child	\$ 17.00
58984	10/9/2015	Insect Lore	\$ 34.81
58985	10/9/2015	Institute For Excellence In Writing	\$ 76.50
58986	10/9/2015	Keyboard Galleria Music Center	\$ 715.00
58987	10/9/2015	Lakeshore Learning Materials	\$ 1,267.27
58988	10/9/2015	Lego Education (Acct: 203448)	\$ 333.40
58989	10/9/2015	Math- U- See California, Inc	\$ 295.58
58990	10/9/2015	McGraw-Hill	\$ 196.95
58991	10/9/2015	MJP Computers	\$ 990.00
58992	10/9/2015	Monarch's Natl Gym Training Ctr	\$ 240.00
58993	10/9/2015	Moving Beyond The Page	\$ 73.50
58994	10/9/2015	Nancy Larson Publishers, Inc.	\$ 35.48
58995	10/9/2015	Office Depot (33678604)	\$ 249.25
58996	10/9/2015	Office Depot eCommerce (69031734)	\$ 134.20
58997	10/9/2015	Oriental Trading Company, Inc.	\$ 78.93
58998	10/9/2015	Paper, Scissors, Stone	\$ 44.00
58999	10/9/2015	Peace Hill Press, Inc	\$ 156.93
59000	10/9/2015	Pearson Education	\$ 621.52
59001	10/9/2015	Platinum Gym/Sprts Ctr	\$ 161.50
59002	10/9/2015	Rainbow Resource Center	\$ 2,732.95
59003	10/9/2015	Rosetta Stone, Ltd. (Fairfield)	\$ 101.20
59004	10/9/2015	School Specialty Inc.	\$ 92.57
59005	10/9/2015	Singapore Math, Inc	\$ 151.16
59006	10/9/2015	Staples - eCommerce (Acct: GVCSP0)	\$ 507.95
59007	10/9/2015	Staples Business (Acct: @B18634)	\$ 174.81
59008	10/9/2015	Urban Homeschoolers	\$ 571.42
59009	10/9/2015	Young At Art- Simi Valley	\$ 504.00
59010	10/9/2015	All About Spelling/Reading	\$ 293.60
59011	10/9/2015	Amanda Burns	\$ 157.95
59012	10/9/2015	Amy Sharp	\$ 158.70
59013	10/9/2015	Angie Lee	\$ 335.80
59014	10/9/2015	Ansmar Publishers(excell math)	\$ 139.54
59016	10/9/2015	Better Chinese	\$ 111.11
59017	10/9/2015	Connections Education (AA)	\$ 300.00
59018	10/9/2015	Follett Educational Services	\$ 13.06
59019	10/9/2015	Gold Coast Gymnastics	\$ 1,168.50
59020	10/9/2015	Growing With Grammar (JackKris)	\$ 208.87
59021	10/9/2015	Handwriting Without Tears	\$ 36.67
59022	10/9/2015	Joyce Salsberry	\$ 292.68
59023	10/9/2015	Kelly Villalovos	\$ 268.13
59024	10/9/2015	Los Angeles School of Gymnastics	\$ 177.00
59025	10/9/2015	Mary Jo Stirling	\$ 111.71
59026	10/9/2015	Meg Rydman	\$ 223.67
59027	10/9/2015	Melissa Barnett	\$ 105.40
59028	10/9/2015	Monarch's Natl Gym Training Ctr	\$ 236.00
59029	10/9/2015	Norma McBride	\$ 168.48
59030	10/9/2015	Office Depot eCommerce (69031734)	\$ 41.89
59031	10/9/2015	Peace Hill Press, Inc	\$ 39.49
59032	10/9/2015	Rainbow Resource Center	\$ 95.92

**Golden Valley Charter School**  
**WARRANT REGISTER: October 2015**

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Check Number	Check Date	Vendor	Total
59033	10/9/2015	Rancho Simi Recreation & Park	\$ 88.90
59034	10/9/2015	School Pathways	\$ 2,500.00
59035	10/9/2015	Stephanie Hagenbach	\$ 85.84
59036	10/9/2015	Sylvia Klein	\$ 163.88
59037	10/9/2015	Tabeth Gomez	\$ 254.15
59038	10/9/2015	Tamie Stewart	\$ 215.45
59039	10/13/2015	Rotary Club of Ventura	\$ 679.50
59041	10/16/2015	All About Spelling/Reading	\$ 20.85
59042	10/16/2015	Allegretto Music School	\$ 900.00
59043	10/16/2015	Barnes & Noble Inc	\$ 11.33
59044	10/16/2015	Blackbird & Company	\$ 67.64
59045	10/16/2015	California Science Ctr Foundation	\$ 150.00
59046	10/16/2015	Cassell's Music, Inc	\$ 183.73
59047	10/16/2015	Connections Education (AA)	\$ 600.00
59048	10/16/2015	Curriculum Associates	\$ 72.90
59049	10/16/2015	Delian Music	\$ 122.00
59050	10/16/2015	Dick Blick Company	\$ 183.44
59051	10/16/2015	Educator's Publishing Service	\$ 90.96
59052	10/16/2015	EMH Sports USA, Inc	\$ 591.00
59054	10/16/2015	Evan- Moor	\$ 23.64
59055	10/16/2015	Follett Educational Services	\$ 127.42
59056	10/16/2015	Hearthsong (The Children's Group)	\$ 150.93
59057	10/16/2015	Home Science Tools	\$ 156.25
59058	10/16/2015	Houghton Mifflin Harcourt	\$ 188.82
59059	10/16/2015	Huckleberry Center	\$ 2,527.20
59060	10/16/2015	I CAN Learn Math Software	\$ 92.25
59061	10/16/2015	Kids Art Inc - Northridge	\$ 341.00
59062	10/16/2015	Lakeshore Learning Materials	\$ 102.58
59063	10/16/2015	Lewis Music Academy	\$ 3,643.36
59064	10/16/2015	Mary Converse Tutoring	\$ 210.00
59065	10/16/2015	Math- U- See California, Inc	\$ 94.92
59066	10/16/2015	McGraw-Hill	\$ 85.67
59067	10/16/2015	MJP Computers	\$ 989.89
59068	10/16/2015	Monarch's Natl Gym Training Ctr	\$ 158.00
59069	10/16/2015	Moving Beyond The Page	\$ 54.56
59070	10/16/2015	National University Virtual High School	\$ 265.00
59071	10/16/2015	North Dakota Center For Distance Education	\$ 342.55
59072	10/16/2015	Oak Meadow Inc	\$ 568.50
59073	10/16/2015	Office Depot (33678604)	\$ 575.23
59074	10/16/2015	Office Depot eCommerce (69031734)	\$ 536.24
59075	10/16/2015	Pearson Education	\$ 86.68
59076	10/16/2015	Perfection Learning Corp	\$ 34.26
59077	10/16/2015	Rainbow Resource Center	\$ 1,583.04
59078	10/16/2015	Rosetta Stone, Ltd. (Fairfield)	\$ 213.13
59079	10/16/2015	Shan Tung Kung Fu, LLC	\$ 76.00
59080	10/16/2015	Singapore Math, Inc	\$ 524.77
59081	10/16/2015	Staples - eCommerce (Acct: GVCSP0)	\$ 83.54
59082	10/16/2015	Staples Business (Acct: @B18634)	\$ 266.21
59083	10/16/2015	Teaching Textbooks, Inc.	\$ 244.85

**Golden Valley Charter School**  
**WARRANT REGISTER: October 2015**

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Check Number	Check Date	Vendor	Total
59084	10/16/2015	The Martial Way	\$ 140.00
59085	10/16/2015	Urban Homeschoolers	\$ 860.00
59086	10/16/2015	Valencia Tutors	\$ 885.00
59087	10/16/2015	Ventura Family YMCA	\$ 605.00
59088	10/16/2015	Woodwind & Brasswind	\$ 25.21
59089	10/16/2015	Zaner- Bloser	\$ 95.03
59090	10/16/2015	Anne Alday	\$ 342.70
59092	10/16/2015	Hayley Hamilton	\$ 173.19
59093	10/16/2015	Hosaka, Rotherham & Co.	\$ 2,560.00
59094	10/16/2015	JourneyEd, Academic Superstore	\$ 125.30
59095	10/16/2015	Lewis Music Academy	\$ 247.00
59096	10/16/2015	Lisa Sophos	\$ 303.35
59097	10/16/2015	Mad Dog Math	\$ 179.99
59098	10/16/2015	Moving Beyond The Page	\$ 21.91
59099	10/16/2015	Office Depot eCommerce (69031734)	\$ 1.14
59100	10/16/2015	Professional Tutors of America	\$ 290.00
59101	10/16/2015	Rainbow Resource Center	\$ 253.31
59102	10/16/2015	U. S. Bank	\$ 273.36
59103	10/21/2015	Board of Equalization	\$ 1,892.29
59104	10/23/2015	Acorn Naturalists	\$ 56.07
59105	10/23/2015	All About Spelling/Reading	\$ 288.60
59106	10/23/2015	Art Supplies Wholesale	\$ 65.00
59107	10/23/2015	Ballet Academy Ventura	\$ 733.00
59108	10/23/2015	Barnes & Noble Inc	\$ 347.86
59109	10/23/2015	Children's Music Academy	\$ 2,128.50
59110	10/23/2015	City Creek Press, Inc	\$ 58.95
59112	10/23/2015	Dick Blick Company	\$ 746.64
59114	10/23/2015	Elizabeth Gomez	\$ 196.75
59115	10/23/2015	EMH Sports USA, Inc	\$ 28.00
59116	10/23/2015	Frey Scientific Co	\$ 102.05
59117	10/23/2015	Growing With Grammar (JackKris)	\$ 141.61
59118	10/23/2015	Hammer-Hewson Associates	\$ 11,429.00
59119	10/23/2015	Homeschool Programming, Inc	\$ 171.28
59120	10/23/2015	Houghton Mifflin Harcourt	\$ 363.56
59121	10/23/2015	Individual Software Inc.	\$ 26.69
59122	10/23/2015	Insect Lore	\$ 82.66
59123	10/23/2015	Iron Fist Martial Arts, LLC	\$ 50.00
59124	10/23/2015	K12 Inc	\$ 1,003.89
59125	10/23/2015	Kids Art Inc - Northridge	\$ 261.00
59126	10/23/2015	Kids Art Inc - Sherman Oaks	\$ 168.50
59127	10/23/2015	Kids Art Inc - Tarzana	\$ 762.00
59128	10/23/2015	Lakeshore Learning Materials	\$ 165.76
59129	10/23/2015	Learn Beyond the Book, LLC	\$ 231.00
59130	10/23/2015	Lewis Music Academy	\$ 112.50
59131	10/23/2015	McGraw-Hill	\$ 40.66
59132	10/23/2015	Mission Renaissance	\$ 198.00
59133	10/23/2015	Monarch's Natl Gym Training Ctr	\$ 150.00
59134	10/23/2015	Moving Beyond The Page	\$ 38.02
59135	10/23/2015	Office Depot (33678604)	\$ 500.57

**Golden Valley Charter School**  
**WARRANT REGISTER: October 2015**

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Check Number	Check Date	Vendor	Total
59136	10/23/2015	Office Depot eCommerce (69031734)	\$ 4.29
59137	10/23/2015	One Spark Academy	\$ 25.00
59138	10/23/2015	Peace Hill Press, Inc	\$ 27.44
59139	10/23/2015	Pearson Education	\$ 142.64
59140	10/23/2015	Rainbow Resource Center	\$ 4,401.67
59141	10/23/2015	Scholastic Classroom Books and Libraries	\$ 69.29
59142	10/23/2015	School Specialty Inc.	\$ 56.12
59143	10/23/2015	Singapore Math, Inc	\$ 116.38
59145	10/23/2015	Staples Business (Acct: @B18634)	\$ 96.32
59146	10/23/2015	Stevens Reading Tutoring/Gretchen Stevens	\$ 560.00
59147	10/23/2015	The Critical Thinking Co.	\$ 56.46
59148	10/23/2015	The Martial Way	\$ 465.00
59149	10/23/2015	Thinkwell Corporation	\$ 125.00
59150	10/23/2015	Ventura Family YMCA	\$ 600.00
59151	10/23/2015	White Umbrella	\$ 224.00
59152	10/23/2015	Write At Home	\$ 634.00
59153	10/23/2015	All About Spelling/Reading	\$ 47.90
59154	10/23/2015	Ar Academics Tutoring Agency	\$ 180.00
59155	10/23/2015	Art with Sara	\$ 210.00
59156	10/23/2015	Barnes & Noble Inc	\$ 57.41
59157	10/23/2015	Byu Independent Study	\$ 3,842.00
59158	10/23/2015	Dance Creations LLC	\$ 817.50
59159	10/23/2015	Deeper Roots	\$ 125.00
59160	10/23/2015	Dick Blick Company	\$ 153.02
59161	10/23/2015	Evan- Moor	\$ 185.59
59162	10/23/2015	Gymnastikids, Inc.	\$ 220.02
59163	10/23/2015	Handwriting Without Tears	\$ 23.86
59164	10/23/2015	Houghton Mifflin Harcourt	\$ 207.18
59165	10/23/2015	Huckleberry Center	\$ 1,039.71
59166	10/23/2015	Kids Art Inc - Northridge	\$ 174.00
59167	10/23/2015	Kids Art Inc - Tarzana	\$ 130.50
59168	10/23/2015	Learn Beyond the Book, LLC	\$ 348.00
59169	10/23/2015	Mary Converse Tutoring	\$ 590.00
59170	10/23/2015	Mathnasium Of Burbank	\$ 156.00
59171	10/23/2015	Middlebury Interactive (Power Speak)	\$ 297.00
59172	10/23/2015	Mission Renaissance	\$ 867.90
59173	10/23/2015	Modest Fly Art Studio Gallery	\$ 320.00
59174	10/23/2015	North Dakota Center For Distance Education	\$ 529.58
59175	10/23/2015	Office Depot eCommerce (69031734)	\$ 41.82
59176	10/23/2015	Ottosen Music Studio	\$ 352.00
59177	10/23/2015	Rainbow Resource Center	\$ 396.64
59178	10/23/2015	Sandra M. Yip	\$ 5,370.00
59179	10/23/2015	Staples - eCommerce (Acct: GVCSP0)	\$ 8.27
59180	10/23/2015	Staples Business (Acct: @B18634)	\$ 504.83
59181	10/23/2015	Studio 316	\$ 279.62
59182	10/23/2015	Tamora School of Irish Dance	\$ 330.00
59183	10/23/2015	The Art Studio	\$ 202.50
59184	10/23/2015	The Critical Thinking Co.	\$ 405.17
59185	10/23/2015	The Martial Way	\$ 60.00

**Golden Valley Charter School**  
**WARRANT REGISTER: October 2015**

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Check Number	Check Date	Vendor	Total
59186	10/23/2015	Vibe Performing Arts Studios	\$ 50.00
59187	10/23/2015	White Umbrella	\$ 570.00
59188	10/23/2015	Staples - eCommerce (Acct: GVCSP0)	\$ 345.98
59189	10/23/2015	Draganchuk Alarm Systems Inc	\$ 83.85
59191	10/29/2015	TelePacific Communications	\$ 134.82
59192	10/29/2015	United Parcel Service	\$ 20.42
59193	10/30/2015	All About Spelling/Reading	\$ 134.85
59194	10/30/2015	American Science & Surplus	\$ 156.50
59195	10/30/2015	Applause Learning Resources	\$ 197.70
59196	10/30/2015	Apple Inc	\$ 893.97
59197	10/30/2015	Barnes & Noble Inc	\$ 22.65
59198	10/30/2015	Calliobics	\$ 45.54
59199	10/30/2015	Carolina Biological Supply Co	\$ 183.06
59200	10/30/2015	Cassell's Music, Inc	\$ 32.83
59202	10/30/2015	Curriculum Associates	\$ 44.67
59203	10/30/2015	Dick Blick Company	\$ 496.33
59204	10/30/2015	EMC Publishing, LLC	\$ 215.86
59205	10/30/2015	Evan- Moor	\$ 276.35
59206	10/30/2015	Follett Educational Services	\$ 142.23
59207	10/30/2015	Guitar Center	\$ 758.88
59208	10/30/2015	Handwriting Without Tears	\$ 104.17
59209	10/30/2015	Hayley Hamilton	\$ 19.64
59210	10/30/2015	Hearthsong (The Children's Group)	\$ 132.82
59211	10/30/2015	Home Science Tools	\$ 303.55
59212	10/30/2015	Houghton Mifflin Harcourt	\$ 630.86
59213	10/30/2015	Institute For Excellence In Writing	\$ 63.80
59214	10/30/2015	K12 Inc	\$ 763.20
59215	10/30/2015	Lakeshore Learning Materials	\$ 521.35
59216	10/30/2015	Laura Guy	\$ 174.80
59217	10/30/2015	Library Video (Cerebellum)	\$ 206.66
59218	10/30/2015	Math- U- See California, Inc	\$ 170.52
59219	10/30/2015	Meg Rydman	\$ 71.88
59220	10/30/2015	Mindware	\$ 98.94
59221	10/30/2015	Monica Romero	\$ 536.48
59222	10/30/2015	Nancy Larson Publishers, Inc.	\$ 1,115.87
59223	10/30/2015	North Dakota Center For Distance Education	\$ 437.63
59224	10/30/2015	Office Depot (33678604)	\$ 716.52
59225	10/30/2015	Office Depot eCommerce (69031734)	\$ 852.47
59226	10/30/2015	Peace Hill Press, Inc	\$ 47.44
59227	10/30/2015	Rainbow Resource Center	\$ 2,214.02
59228	10/30/2015	Rosetta Stone, Ltd. (Fairfield)	\$ 264.45
59229	10/30/2015	School Specialty Inc.	\$ 62.29
59230	10/30/2015	Singapore Math, Inc	\$ 67.84
59231	10/30/2015	Staples - eCommerce (Acct: GVCSP0)	\$ 591.04
59232	10/30/2015	Staples Business (Acct: @B18634)	\$ 170.00
59233	10/30/2015	Tamie Stewart	\$ 139.44
59234	10/30/2015	Teaching Textbooks, Inc.	\$ 49.95
59235	10/30/2015	The Critical Thinking Co.	\$ 45.48
59236	10/30/2015	Wendy Theobald	\$ 186.88

**Golden Valley Charter School**  
**WARRANT REGISTER: October 2015**

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Check Number	Check Date	Vendor	Total
59237	10/30/2015	Alliance for Performing Arts	\$ 356.25
59238	10/30/2015	Ballet Academy Ventura	\$ 896.00
59239	10/30/2015	Byu Independent Study	\$ 144.00
59240	10/30/2015	Cassell's Music, Inc	\$ 200.00
59241	10/30/2015	Children's Music Academy	\$ 340.00
59242	10/30/2015	City of Ojai	\$ 163.80
59243	10/30/2015	Conejo Recreation and Park Dis	\$ 195.00
59244	10/30/2015	Delian Music	\$ 56.00
59245	10/30/2015	Handwriting Without Tears	\$ 20.00
59246	10/30/2015	Huckleberry Center	\$ 1,456.20
59247	10/30/2015	Hugo's Gym Fitness	\$ 282.50
59248	10/30/2015	I CAN Learn Math Software	\$ 175.00
59249	10/30/2015	Keyboard Galleria Music Center	\$ 27.50
59250	10/30/2015	Le Club Gymnastics	\$ 165.50
59251	10/30/2015	Mission Renaissance	\$ 187.00
59252	10/30/2015	Monarch's Natl Gym Training Ctr	\$ 70.00
59253	10/30/2015	Mr. Peter's Piano Studio	\$ 230.00
59254	10/30/2015	Piano Play Music Systems	\$ 313.74
59255	10/30/2015	Platinum Gym/Sprts Ctr	\$ 623.24
59256	10/30/2015	Rancho Simi Recreation & Park	\$ 154.00
59257	10/30/2015	Rose Bowl Aquatics Center	\$ 156.00
59258	10/30/2015	Sandra M. Yip	\$ 222.25
59260	10/30/2015	TaeKwonDo Plus	\$ 758.50
59261	10/30/2015	The Aerial Studio, LLC	\$ 1,491.00
59262	10/30/2015	The Red Chair School of Perf.	\$ 458.00
59263	10/30/2015	University of Missouri	\$ 500.00
59264	10/30/2015	Ventura Family YMCA	\$ 150.00
59265	10/30/2015	Vita Art Center	\$ 727.75
59266	10/30/2015	Waller's Gymjam Academy	\$ 501.00
59267	10/30/2015	White Umbrella	\$ 30.00
59268	10/30/2015	YMCA- Camarillo Family	\$ 174.00
<b>Grand Total</b>			<b>\$ 158,658.57</b>

## MESA UNION SCHOOL DISTRICT

## ENROLLMENT REPORT

11/10/2015

Grade	Teacher	Subject	Period	Total Enrolled	
Transitional K	Coe			11	
K	Coe			6	
K1	Ainsworth			2	
K	Ainsworth			19	
K	White			20	
K				58	
1	Brody			20	
1	Reyes			22	
1	Vollmert			21	
1				63	
2	Puga			25	
2	Sakai			24	
2	Webster			24	
2				73	
3	Best			22	
3	Ford			24	
3	Mayes			22	
3				68	
4	Kuklenski/Waggoner			30	
4	Mitchell			31	
4/5 (4 <sup>TH</sup> )	Muhlitner			15	
4				76	
4/5 (5 <sup>TH</sup> )	Muhlitner			13	
5	DeMaria			27	
5	Willey (Skeens)			30	
5				70	
Elementary				408	
6				65	
7				66	
8				66	
Junior High				197	
School				605	
6	McKenna	Homeroom	0	32	
6	McKenna	Science 6	1	32	
6	McKenna	Science 6	2	33	
6	McKenna	Social Studies 6	3	33	
6	McKenna	Social Studies 6	4	32	
6	Wiley	Homeroom	0	33	

6	Wiley	English Lang 6	1	33	
6	Wiley	English Lang 6	2	32	
7	Wiley	Exploratory 7	3	32	
6	Wiley	Exploratory 6	4	32	
7	Jahr	Homeroom	0	<b>34</b>	
7	Jahr	Science 7	1	34	
8	Jahr	Science 8	3	33	
8	Jahr	Science 8	4	33	
7	Jahr	Science 7	5	32	
7	Grogan	Homeroom	0	<b>32</b>	
7	Grogan	English Lang 7	1	32	
7	Grogan	Social Studies 7	2	32	
7	Grogan	Social Studies 7	4	34	
7	Grogan	English Lang 7	5	34	
8	Dwork	Homeroom	0	<b>33</b>	
8	Dwork	Social Studies 8	1	33	
8	Dwork	Social Studies 8	2	33	
8	Dwork	English Lang 8	3	33	
8	Dwork	English Lang 8	5	33	
8	Nguyen	Homeroom	0	<b>33</b>	
8	Nguyen	Math 8-2	1		
8	Nguyen	Math 8-3	2		
8	Nguyen	Math 6-1	3	32	
6	Nguyen	Math 6-2	5	33	
8	Hanley	Math 8-1	1		
7	Hanley	Math 7-1	2	32	
7	Hanley	Math 7-2	4	34	
8	Hanley	Exploratory 8	5	33	
7	Rosen	PE 7	3	34	
6	Rosen	PE 6	4	33	
8	Rosen	PE 8	5	33	

**STUDENT OF THE MONTH  
SPECIAL AWARD  
OCTOBER 2015**

**TEACHER**

**AINSWORTH**

**COE**

**WHITE**

**BRODY**

**REYES**

**VOLLMERT**

**PUGA**

**SAKAI**

**WEBSTER**

**PHYSICAL EDUCATION**

**CONNOR CANBY**

**JOSIAH CORTEZ  
LUIS YAH**

**LEONEL ESPARZA  
RICHARD GOMEZ**

**MANUEL SILVA  
MALIA OTIS**

**DYLAN RUTHERFORD  
ARTHUR REYES**

**ABEL MORALES  
MAEVE HOOLMA**

**GABRIEL MERCADO  
DAVID CORONADO  
LAYLA LEMOS**

**GIANCARLO MARTINEZ  
TYLER NOWAK  
SYDNEY NISWANDER**

**JANELLE FIGUEROA  
JAYDEN BRYANT  
JEFFREY HENTLEY**

**STUDENT OF THE MONTH  
SPECIAL AWARD  
OCTOBER 2015**

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**TEACHER**

**PHYSICAL EDUCATION**

**BEST**

**MITCHEL TARAZON  
ALEXANDRA DULLAM**

**FORD**

**EVAN FANNER  
FRANCISCO RIOS**

**MAYES**

**ALYSSA BALLESTEROS  
JORDYN GONZALEZ**

**KUKLENSKI**

**BEN DYKES  
AUDREY CUNNINGHAM**

**MITCHELL**

**RICHARD COUSINO  
VIOLET VELASQUEZ**

**MUHLITNER**

**JACOB ARMSTRONG  
SAMANTHA ARMSTRONG**

**DEMARIA**

**COLIN DONNELLY  
CYNDI RUIZ**

**WILLEY**

**ANIAH DIXON  
CASSANDRA MEDINA**

# STUDENT OF THE MONTH

## OCTOBER 2015

<u>TEACHER</u>	<u>SOM</u>	<u>PRINCIPAL'S AWARD</u> <u>KINDNESS</u>
AINSWORTH	COOPER NOWAK KOUSHIN MINKS	AALIYAH BALLESTEROS SEBASTIAN RODRIGUEZ
COE	LIZ MARGARET REFERENTE PAUL MATTHEW REFERENTE	ALDO CAMPOS MEGAN SHIELDS OLIVIA NAVARRETE
WHITE	GLORIA SAMANIEGO EMMA STANFORD	CINDY RUIZ
BRODY	CAMILLE BARNES ISAAC FLORES	ARIELLE QUINTANA COLLIN WONG
REYES	COURTNEY PINKERTON LAINI SUTHERLAND	XAVIER ZUNIGA LUKE HENDERSON
VOLLMERT	ISAAC BARRAGAN ALEXIS FINFROCK	BELINDA SILVA MARQUS MOORE
PUGA	ADDISON KIKER ADRIAN AVALOS LAYNEE FLORES	JANET GALICIA ANDRES JIMENEZ MAXIMO LUNA
SAKAI	JAIDYN NAVARRETE JORDAN CORRAL JULIANA LEGORRETA	ALIYAH ASPURIA YOSHI OKAMURA
WEBSTER	JACOB CAMARILLO IAN TOREJA	AIDYN CRULL AUDREY WALEA

# STUDENT OF THE MONTH

## OCTOBER 2015

<u>TEACHER</u>	<u>SOM</u>	<u>PRINCIPAL'S AWARD</u> <u>KINDNESS</u>
BEST	KIARA RUSSELL ISAIAH BAUTISTA	ANGEL VEGA STEPHANIE ROMERO
FORD	SOPHIA ALVAREZ LAURA LYNCH	EDUARDO AGRAZ VANESSA CASTELLANOS
MAYES	AZAIRIA CHACON RYAN LYNCH	AVA CARBAJAL JACOB ALAMEDA
KUKLENSKI	DYLAN SCLAR NEVAEH ASPURIA	ALINA AGUILAR RYAN SERRA
MITCHELL	RICHARD COUSINO JAYDEE CASTRO	JISELLE GARCIA KAILI GARRETT
MUHLITNER	EMILIA CENTENO GABRIEL MARTINEZ	JENNIFER RUCKER ADRIAN SANCHEZ
DEMARIA	MADDY NISWANDER DHRUV PATEL	AMANDA VEGA JANESSA MARES JOHNNY CRUZ
WILLEY	KACIE MIZE ALEJANDRO DE ARCOS	VICTOR ANDRADE TAYLOR PIERSON SYDNEY ARELLANO

# Ventura County Schools



## Business Services Authority

5189 Verdugo Way  
Camarillo, CA 93012  
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### Board Agenda Item

**To:** VCSBSA Board of Directors

**From:** Tami Peterson, Chief Business Official

**Date:** 11/4/2015

**Re:** RECEIPT OF VENTURA COUNTY REPORT OF INVESTMENTS FOR THE QUARTER ENDING SEPTEMBER 30, 2015

### DESCRIPTION/DETAILS:

Education Code 41001 requires most school district funds to be deposited into the County Treasury. Government Code 53646 declares that local agencies, including joint power authorities, may issue quarterly reports containing investment information required by Government Code 53646.

Part One: This statute requires that if a local agency has placed all of its investments in the Local Agency Investment Fund (LAIF) or in Federal Deposit Insurance Corporation-insured accounts in a bank or savings and loan association, in a county investment pool or any combination of these, the chief business officer need only supply the most recent statement or statements received by the local agency from these institutions in lieu of other items listed as part two of the disclosure.

Part Two: If the local agency has investments other than those identified in Part One above, the report must include: the type of investment, issuer, date of maturity, par and dollar amount invested on all securities, investments and monies held by the local agency, and shall additionally include a description of any local agency's funds, investments, or programs that are under the management of contracted parties, including lending programs. A current market value, and the source of this valuation as of the date of the report, must also be included if the local agency has securities under the management of an outside party that is not also a local agency or the California Local Agency Investment Fund.

### DESCRIPTION/DETAILS:

All cash balances in the other funds of the district are in the County Pool invested at the discretion of the County Treasurer. Interest is reported on a monthly basis. The following lists all investment(s) for funds of the District for the last quarter.

	07/31/15	08/31/15	09/30/15	Average
County Treasurer	0.495%	0.539%	0.574%	0.536%

Per Government Code 53646. The following statement is issued: The District has the ability to meet the expenditure requirements over the next six months.

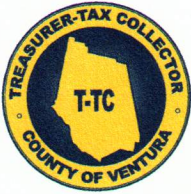
### FISCAL IMPACT:

The budget for interest income will be updated to reflect current interest rates.

### ITEM PROPOSED FOR:

Receipt of Report

R:\Group\BSA\BSA\Agendas\2015-2016\December 4 2015\Attachments\Receipt of VC Investment Report - Sept 2015.doc



# TREASURER-TAX COLLECTOR VENTURA COUNTY

90

**STEVEN HINTZ**

TREASURER  
TAX COLLECTOR

September 22, 2015

Linda Catherine Le, MPPA, ACPFIM  
Assistant Treasurer-Tax Collector

Ventura County Board of Supervisors  
County Government Center  
800 South Victoria Avenue  
Ventura, CA 93009

**SUBJECT:** Discuss and File Report of Investments, Including Market Values for Investments for the Months Ending July 31, 2015 and August 31, 2015.

**RECOMMENDATION:** Discuss and File

**FISCAL/MANDATES IMPACT:** None

**DISCUSSION:**

The average daily portfolio balance for the month of July was \$2.0 billion; for the month of August, \$1.83 billion; and for the two-month period, \$1.9 billion. The annualized yield for the month of July was .495%; for August, .539%; and for the two-month period, .516%. The total net monthly earnings for July were \$828,000; for August, \$837,000; and for the two-month period, \$1,665,000. The weighted average days to maturity increased from 338 days on 31 July to 348 days on 31 August. The portfolio has been structured to satisfy the anticipated cash flow needs of the participants and to accommodate the anticipated earnings apportionments. The investment practices and portfolio holdings are in compliance with the investment policy.

The portfolio has been managed with the stated objectives of safety, liquidity and earning a competitive rate of return, outlined in the Statement of Investment Policy. In striving to maintain the primary objective, safety of principal, the County portfolio has received a rating of "AAAF" by Standard & Poor's (S&P), the highest possible ranking given by the agency. That rating has been affirmed on 2 July 2015. Regarding the secondary objective, maintaining sufficient liquidity to meet cash flow needs, the portfolio is rated "S1+," also the highest ranking given by S&P. In light of the first two objectives, the portfolio has on balance outperformed its benchmarks, satisfying the final objective, that of earning a competitive rate of return.

The portfolio balance has declined, as predicted, and will continue to do so until secured property tax payments begin to arrive late in November. At the time of this writing (14 September) the estimated annualized yield for September will be +/- .563, reflecting the favorable pattern of gradual increase during this calendar year. Going forward, the fund is invested in instruments which will yield +/- 0.625 to maturity, an increase of 13 basis points in two months.

The portfolio is a buy-and-hold portfolio. One sale appears on this report. That sale was on very attractive terms that yielded an immediate dollar gain; reduced our Standard & Poor's reporting number; reduced our weighted average days to maturity; reduced our duration; and when reinvested the same day, resulted in a 10 basis point increase in future yield.

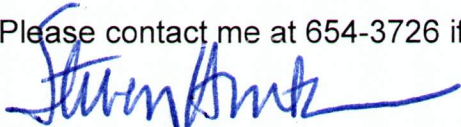
The Ventura County investment fund is a fixed-income, interest-rate-sensitive portfolio with no direct exposure to equities, commodities or global markets. Accordingly, this report will more specifically focus on factors related to U.S. interest rates.

At the time of this writing, commentators are all over the place on the question whether the FOMC will announce a rate increase at its 16-17 September meeting. I would not raise rates at this time, but for some reason I have not been called to present my opinion to the FOMC. Pending further developments, the fund is shaped so that there is cash on hand to take advantage of a rate increase if one is to be had.

Accordingly, it is my intent to continue to manage the portfolio based on the cautious assumption that interest rates within our horizon will rise gradually, if at all. While we will use commercial paper and Yankee certificates of deposit to manage the anticipated cash flow needs of the fund participants, we will only seek out higher-yielding instruments with maturities over one year on a very limited basis. I do not expect the fund's reported yield to rise above 65 basis points during the next two months. The rise in the fund's yield will be gradual, but not indiscernible, if the interest rate market follows its predicted course.

This letter has been reviewed and approved as to form by the County Executive Office, the Auditor-Controller's Office, and County Counsel.

Please contact me at 654-3726 if you have any questions regarding this item.



Steven Hintz  
Treasurer-Tax Collector

- Exhibit 1 – Market Values of Investments
- Exhibit 2 – Monthly Transactions
- Exhibit 3 – Graphs
- Exhibit 4 – Portfolio Holdings

**WELLS FARGO**  
**Market/Cost Value Comparison Report**  
**By Account By Industry Class**  
**COUNTY OF VENTURA**

**92**

**General Reporting**  
 From Month End 08/31/2015  
 09/01/2015 03:07:01 PM EDT

**ACCOUNT: All Accounts Selected**

\* = Trade or Other Activity Pending

<u>Asset ID</u>	<u>Units</u>	<u>Maturity Date</u>	<u>Market Value</u>	<u>Fed Tax Cost</u>	<u>Gain/Loss Amount</u>	<u>%</u>	<u>S &amp; P Rating</u>	<u>Moody's Rating</u>	<u>Units in Transition</u>	<u>Encumbrd Units</u>
<b>ACCOUNT: 11435100 COUNTY OF VENTURA</b>										
<b>NET CASH</b>										
NET CASH	.0000		\$ .00	\$ .00	\$ .00	.00			.0000	.00
	U.S. DOLLARS									
<b>SUBTOTAL</b>	<b>.0000</b>		<b>\$ .00</b>	<b>\$ .00</b>	<b>\$ .00</b>	<b>.00</b>			<b>.0000</b>	<b>.00</b>
<b>US GOVERNMENT SHORT-TERM</b>										
GOVERNMENT AGENCY DISCOUNT										
<a href="#">313384B65</a>	5,000,000.0000	08/11/2016	\$4,980,850.00	\$4,977,625.00	\$3,225.00	.06	N/A	N/A	.0000	.00
		FED HOME LN BK DISC NOTE DTD 08/11/15 08/11/2016								
<a href="#">313396A45</a>	5,000,000.0000	08/01/2016	\$4,981,400.00	\$4,980,666.67	\$733.33	.01	N/A	N/A	.0000	.00
		FED HOME LN MTG CORP DISC NOTE DTD 08/03/15 08/01/2016								
<b>SUBTOTAL</b>	<b>10,000,000.0000</b>		<b>\$9,962,250.00</b>	<b>\$9,958,291.67</b>	<b>\$3,958.33</b>	<b>.04</b>			<b>.0000</b>	<b>.00</b>
<b>SAVINGS &amp; CERTIFICATES OF DEPOSIT</b>										
MARKETABLE CERTIFICATES OF DEPOSIT										
<a href="#">05969YCM3</a>	20,000,000.0000	05/17/2016	\$20,000,800.00	\$20,000,000.00	\$800.00	.00	N/A	N/A	.0000	.00
		BANCO DEL ESTA DE CHLE CERT OF DEPOSIT								
<a href="#">05969YCN1</a>	15,000,000.0000	05/20/2016	\$15,001,050.00	\$15,003,347.24	(\$2,297.24)	(.02)	N/A	N/A	.0000	.00
		BANCO DEL ESTA DE CHLE CERT OF DEPOSIT								
<a href="#">16706BQE1</a>	20,000,000.0000	09/14/2015	\$20,001,400.00	\$20,002,239.54	(\$839.54)	.00	N/A	N/A	.0000	.00
		CHIBA BK LTD NY BRANCH CERT OF DEPOSIT								
<a href="#">16706BRE0</a>	10,000,000.0000	10/01/2015	\$10,000,900.00	\$10,001,123.61	(\$223.61)	.00	N/A	N/A	.0000	.00
		CHIBA BK LTD NY BRANCH CERT OF DEPOSIT								
<a href="#">16706BRK6</a>	20,000,000.0000	10/02/2015	\$20,001,800.00	\$20,001,420.50	\$379.50	.00	N/A	N/A	.0000	.00
		CHIBA BK LTD NY BRANCH CERT OF DEPOSIT								
<a href="#">16706BRM2</a>	25,000,000.0000	10/05/2015	\$25,002,500.00	\$25,001,803.34	\$696.66	.00	N/A	N/A	.0000	.00
		CHIBA BK LTD NY BRANCH CERT OF DEPOSIT								
<a href="#">16706BSA7</a>	15,000,000.0000	11/02/2015	\$15,002,850.00	\$15,001,831.21	\$1,018.79	.01	N/A	N/A	.0000	.00
		CHIBA BK LTD NY BRANCH CERT OF DEPOSIT								
<a href="#">16706BSG4</a>	10,000,000.0000	11/16/2015	\$10,000,800.00	\$10,000,865.74	(\$65.74)	.00	N/A	N/A	.0000	.00
		CHIBA BK LTD NY BRANCH CERT OF DEPOSIT								
<a href="#">22533MT43</a>	25,000,000.0000	11/06/2015	\$25,004,250.00	\$25,000,000.00	\$4,250.00	.02	N/A	N/A	.0000	.00

**WELLS FARGO**  
**Market/Cost Value Comparison Report**  
**By Account By Industry Class**  
**COUNTY OF VENTURA**

**93**

**General Reporting**  
 From Month End 08/31/2015  
 09/01/2015 03:07:01 PM EDT

**ACCOUNT: All Accounts Selected**

\* = Trade or Other Activity Pending

<u>Asset ID</u>	<u>Units</u>	<u>Maturity Date</u>	<u>Market Value</u>	<u>Fed Tax Cost</u>	<u>Gain/Loss Amount</u>	<u>%</u>	<u>S &amp; P Rating</u>	<u>Moody's Rating</u>	<u>Units in Transition</u>	<u>Encumbrd Units</u>
CREDIT AGRICOLE CRP&IN CERT OF DEPOSIT										
<a href="#">63375PNC9</a>	20,000,000.0000	09/16/2015	\$20,001,800.00	\$20,002,195.41	(\$395.41)	.00	N/A	N/A	.0000	.00
NATIONAL BANK OF KUWAI CERT OF DEPOSIT										
<a href="#">63375PNV7</a>	10,000,000.0000	12/22/2015	\$10,007,600.00	\$10,002,240.92	\$5,359.08	.05	N/A	N/A	.0000	.00
NATIONAL BANK OF KUWAI CERT OF DEPOSIT										
<a href="#">63375PQF9</a>	10,000,000.0000	11/13/2015	\$10,002,200.00	\$10,000,704.69	\$1,495.31	.01	N/A	N/A	.0000	.00
NATIONAL BANK OF KUWAI CERT OF DEPOSIT										
<a href="#">63375PQQ5</a>	15,000,000.0000	01/04/2016	\$15,004,050.00	\$15,000,536.69	\$3,513.31	.02	N/A	N/A	.0000	.00
NATIONAL BANK OF KUWAI CERT OF DEPOSIT										
<a href="#">83369TYW1</a>	10,000,000.0000	05/20/2016	\$10,000,300.00	\$10,001,481.40	(\$1,181.40)	(.01)	N/A	N/A	.0000	.00
SOCIETE GENERALE NY CERT OF DEPOSIT										
<a href="#">85325B6W9</a>	25,000,000.0000	12/21/2015	\$25,015,000.00	\$25,000,000.00	\$15,000.00	.06	N/A	N/A	.0000	.00
STANDARD CHRTRD BNK NY CERT OF DEPOSIT										
<a href="#">85325TBB0</a>	10,000,000.0000	10/02/2015	\$10,000,800.00	\$10,000,374.63	\$425.37	.00	N/A	N/A	.0000	.00
STANDARD CHRTRD BNK NY CERT OF DEPOSIT										
<a href="#">94988EHE1</a>	10,000,000.0000	01/22/2016	\$10,004,500.00	\$10,000,000.00	\$4,500.00	.05	N/A	N/A	.0000	.00
WELLS FARGO BANK NA CERT OF DEPOSIT										
<b>SUBTOTAL</b>	<b>270,000,000.0000</b>		<b>\$270,052,600.00</b>	<b>\$270,020,164.92</b>	<b>\$32,435.08</b>	<b>.01</b>			<b>.0000</b>	<b>.00</b>
<b>COMMERCIAL PAPER</b>										
COMMERCIAL PAPER DISCOUNT										
<a href="#">0027A1Y45</a>	10,000,000.0000	11/04/2015	\$9,995,000.00	\$9,991,133.33	\$3,866.67	.04			.0000	.00
ABBAY NATIONAL NA LLC CPDN DTD 02/09/15 11/04/2015										
<a href="#">00280NA42</a>	15,000,000.0000	01/04/2016	\$14,979,150.00	\$14,981,100.00	(\$1,950.00)	(.01)			.0000	.00
ABBAY NAT'L TREASURY CPDN DTD 07/28/15 01/04/2016										
<a href="#">00280NE30</a>	10,000,000.0000	05/03/2016	\$9,958,500.00	\$9,952,750.00	\$5,750.00	.06			.0000	.00
ABBAY NAT'L TREASURY CPDN DTD 08/07/15 05/03/2016										
<a href="#">00280PYL3</a>	20,000,000.0000	11/20/2015	\$19,987,600.00	\$19,981,400.00	\$6,200.00	.03			.0000	.00
ABBAY NAT'L TREASURY CPDN DTD 08/04/15 11/20/2015										
<a href="#">06538BA45</a>	5,000,000.0000	01/04/2016	\$4,993,050.00	\$4,993,680.56	(\$630.56)	(.01)			.0000	.00
BANK OF TOKYO-MITSUBIS CPDN DTD 07/07/15 01/04/2016										
<a href="#">06538BD18</a>	10,000,000.0000	04/01/2016	\$9,964,500.00	\$9,962,033.33	\$2,466.67	.02			.0000	.00

**WELLS FARGO**  
**Market/Cost Value Comparison Report**  
**By Account By Industry Class**  
**COUNTY OF VENTURA**

**94**

**General Reporting**  
 From Month End 08/31/2015  
 09/01/2015 03:07:01 PM EDT

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<u>Asset ID</u>	<u>Units</u>	<u>Maturity Date</u>	<u>Market Value</u>	<u>Fed Tax Cost</u>	<u>Gain/Loss Amount</u>	<u>%</u>	<u>S &amp; P Rating</u>	<u>Moody's Rating</u>	<u>Units in Transition</u>	<u>Encumbrd Units</u>
		BANK OF TOKYO-MITSUBIS CPDN DTD 07/08/15 04/01/2016								
<a href="#">06538CXF3</a>	15,000,000.0000	10/15/2015	\$14,996,100.00	\$14,984,483.33	\$11,616.67	.08			.0000	.00
		BANK OF TOKYO-MITSUBIS CPDN DTD 03/06/15 10/15/2015								
<a href="#">06538CXL0</a>	10,000,000.0000	10/20/2015	\$9,996,900.00	\$9,990,069.44	\$6,830.56	.07			.0000	.00
		BANK OF TOKYO-MITSUBIS CPDN DTD 04/21/15 10/20/2015								
<a href="#">06538CXN6</a>	15,000,000.0000	10/22/2015	\$14,995,050.00	\$14,984,133.30	\$10,916.70	.07			.0000	.00
		BANK OF TOKYO-MITSUBIS CPDN DTD 06/08/15 10/22/2015								
<a href="#">06538CYW5</a>	5,000,000.0000	11/30/2015	\$4,996,500.00	\$4,995,958.33	\$541.67	.01			.0000	.00
		BANK OF TOKYO-MITSUBIS CPDN DTD 06/03/15 11/30/2015								
<a href="#">09659CW46</a>	25,000,000.0000	09/04/2015	\$24,999,750.00	\$24,975,062.50	\$24,687.50	.10			.0000	.00
		BNP PARIBAS CPDN DTD 05/01/15 09/04/2015								
<a href="#">22533TA48</a>	60,000,000.0000	01/04/2016	\$59,916,600.00	\$59,845,087.53	\$71,512.47	.12			.0000	.00
		CREDIT AGRICOLE CRP&IN CPDN DTD 06/01/15 01/04/2016								
<a href="#">22533TCB0</a>	6,000,000.0000	03/11/2016	\$5,982,420.00	\$5,973,450.00	\$8,970.00	.15			.0000	.00
		CREDIT AGRICOLE CRP&IN CPDN DTD 06/15/15 03/11/2016								
<a href="#">22533TD11</a>	10,000,000.0000	04/01/2016	\$9,964,500.00	\$9,955,000.00	\$9,500.00	.10			.0000	.00
		CREDIT AGRICOLE CRP&IN CPDN DTD 07/06/15 04/01/2016								
<a href="#">22533UX73</a>	25,000,000.0000	10/07/2015	\$24,994,750.00	\$24,972,291.75	\$22,458.25	.09			.0000	.00
		CREDIT AGRICOLE CRP&IN CPDN DTD 04/09/15 10/07/2015								
<a href="#">22533UXD0</a>	10,000,000.0000	10/13/2015	\$9,997,600.00	\$9,990,394.40	\$7,205.60	.07			.0000	.00
		CREDIT AGRICOLE CRP&IN CPDN DTD 04/13/15 10/13/2015								
<a href="#">22533UY23</a>	5,000,000.0000	11/02/2015	\$4,997,600.00	\$4,995,350.00	\$2,250.00	.05			.0000	.00
		CREDIT AGRICOLE CRP&IN CPDN DTD 05/01/15 11/02/2015								
<a href="#">22533UY31</a>	20,000,000.0000	11/03/2015	\$19,990,200.00	\$19,981,916.60	\$8,283.40	.04			.0000	.00
		CREDIT AGRICOLE CRP&IN CPDN DTD 05/06/15 11/03/2015								
<a href="#">2254EACX9</a>	10,000,000.0000	03/31/2016	\$9,964,700.00	\$9,956,569.44	\$8,130.56	.08			.0000	.00
		CREDIT SUISSE AG CPDN DTD 07/10/15 03/31/2016								
<a href="#">2254EBYD7</a>	5,000,000.0000	11/13/2015	\$4,997,150.00	\$4,996,305.56	\$844.44	.02			.0000	.00
		CREDIT SUISSE AG CPDN DTD 08/10/15 11/13/2015								
<a href="#">46640PD18</a>	15,000,000.0000	04/01/2016	\$14,946,750.00	\$14,933,416.67	\$13,333.33	.09			.0000	.00
		J.P. MORGAN SECURITIES CPDN DTD 07/06/15 04/01/2016								

**WELLS FARGO**  
**Market/Cost Value Comparison Report**  
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**COUNTY OF VENTURA**

**95**

**General Reporting**  
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<a href="#">46640PED1</a>	10,000,000.0000	05/13/2016	\$9,956,800.00	\$9,949,188.89	\$7,611.11	.08			.0000	.00
	J.P. MORGAN SECURITIES CPDN DTD 08/17/15 05/13/2016									
<a href="#">46640PEP4</a>	10,000,000.0000	05/23/2016	\$9,955,100.00	\$9,949,750.00	\$5,350.00	.05			.0000	.00
	J.P. MORGAN SECURITIES CPDN DTD 08/27/15 05/23/2016									
<a href="#">5006E1W83</a>	10,000,000.0000	09/08/2015	\$9,999,700.00	\$9,991,458.33	\$8,241.67	.08			.0000	.00
	KOREA DEVELOPMENT BK CPDN DTD 05/08/15 09/08/2015									
<a href="#">5006E1WB6</a>	10,000,000.0000	09/11/2015	\$9,999,600.00	\$9,991,180.56	\$8,419.44	.08			.0000	.00
	KOREA DEVELOPMENT BK CPDN DTD 05/07/15 09/11/2015									
<a href="#">62478YWW4</a>	5,000,000.0000	09/30/2015	\$4,999,300.00	\$4,995,368.06	\$3,931.94	.08			.0000	.00
	MUFG UNION BANK CPDN DTD 05/08/15 09/30/2015									
<a href="#">89233HX66</a>	5,000,000.0000	10/06/2015	\$4,999,000.00	\$4,995,972.22	\$3,027.78	.06			.0000	.00
	TOYOTA MOTOR CREDIT CO CPDN DTD 03/11/15 10/06/2015									
<a href="#">89233HYJ7</a>	10,000,000.0000	11/18/2015	\$9,993,900.00	\$9,992,766.67	\$1,133.33	.01			.0000	.00
	TOYOTA MOTOR CREDIT CO CPDN DTD 04/23/15 11/18/2015									
<b>SUBTOTAL</b>	<b>366,000,000.0000</b>		<b>\$365,517,770.00</b>	<b>\$365,257,270.80</b>	<b>\$260,499.20</b>	<b>.07</b>			<b>.0000</b>	<b>.00</b>
<b>CORPORATE BONDS</b>										
CORPORATE BONDS										
<a href="#">06406HCD9</a>	6,053,000.0000	* 10/23/2015	\$6,054,089.54	\$6,073,364.71	(\$19,275.17)	(.32)	A+	A1	(6,053,000.0000)	.00
	BANK OF NEW YORK MELLON DTD 10/25/12 0.700 10/23/2015									
<a href="#">06406HCG2</a>	2,000,000.0000	03/04/2016	\$2,001,280.00	\$2,004,120.00	(\$2,840.00)	(.14)	A+	A1	.0000	.00
	BANK OF NEW YORK MELLON MED TERM NOTE									
<a href="#">064149C47</a>	2,500,000.0000	10/07/2015	\$2,503,825.00	\$2,540,875.00	(\$37,050.00)	(1.46)	A+	AA2	.0000	.00
	BANK OF NOVA SCOTIA DTD 10/07/10 2.050 10/07/2015									
<a href="#">084664CC3</a>	3,000,000.0000	01/13/2017	\$3,001,350.00	\$3,000,000.00	\$1,350.00	.05	AA	AA2	.0000	.00
	BERKSHIRE HATHAWAY FIN DTD 01/15/15 01/13/2017									
<a href="#">36962G4F8</a>	2,125,000.0000	09/21/2015	\$2,129,250.00	\$2,210,722.50	(\$81,472.50)	(3.69)	AA+	A1	.0000	.00
	GENERAL ELEC CAP CORP DTD 09/21/09 4.375 09/21/2015									
<a href="#">36962G4T8</a>	11,262,000.0000	11/09/2015	\$11,300,290.80	\$11,627,170.35	(\$326,879.55)	(2.81)	AA+	A1	.0000	.00
	GENERAL ELEC CAP CORP DTD 11/09/10 2.250 11/09/2015									
<a href="#">36962G5C4</a>	2,000,000.0000	05/09/2016	\$2,031,540.00	\$2,087,880.00	(\$56,340.00)	(2.70)	AA+	A1	.0000	.00
	GENERAL ELEC CAP CORP DTD 05/09/11 2.950 05/09/2016									

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**ACCOUNT: All Accounts Selected**

\* = Trade or Other Activity Pending

<u>Asset ID</u>	<u>Units</u>	<u>Maturity Date</u>	<u>Market Value</u>	<u>Fed Tax Cost</u>	<u>Gain/Loss Amount</u>	<u>%</u>	<u>S &amp; P Rating</u>	<u>Moody's Rating</u>	<u>Units in Transition</u>	<u>Encumbrd Units</u>
<a href="#">36962GLF9</a>	2,000,000.0000	09/15/2015	\$2,003,840.00	\$2,169,938.00	(\$166,098.00)	(7.65)	AA+	A1	.0000	.00
		GENERAL ELEC CAP CORP MED TERM NTS TRANCHE # TR 00246 DTD 09/10/97								
<a href="#">459058EJ8</a>	20,000,000.0000	06/15/2018	\$19,967,800.00	\$19,979,900.00	(\$12,100.00)	(.06)	AAA	AAA	.0000	.00
		INTL BK RECON & DEVELOP DTD 04/30/15 1.000 06/15/2018								
<a href="#">45905URG1</a>	25,000,000.0000	01/17/2017	\$25,008,000.00	\$25,000,000.00	\$8,000.00	.03	AAA	AAA	.0000	.00
		INTL BK RECON & DEVELOP MED TERM NOTE								
<a href="#">45905URN6</a>	20,000,000.0000	03/16/2018	\$20,054,300.00	\$20,000,000.00	\$54,300.00	.27	AAA	AAA	.0000	.00
		INTL BK RECON & DEVELOP DTD 03/16/15 1.230 03/16/2018								
<a href="#">45905URW6</a>	40,000,000.0000	04/10/2017	\$39,950,800.00	\$40,019,500.00	(\$68,700.00)	(.17)	AAA	N/R	.0000	.00
		INTL BK RECON & DEVELOP DTD 04/10/15 0.670 04/10/2017								
<a href="#">45905URX4</a>	15,000,000.0000	05/15/2017	\$14,995,350.00	\$14,995,350.00	\$0.00	.00			.0000	.00
		INTL BK RECON & DEVELOP DTD 04/17/15 0.650 05/15/2017								
<a href="#">45905URY2</a>	35,000,000.0000	04/21/2018	\$34,828,570.00	\$35,000,000.00	(\$171,430.00)	(.49)	AAA	AAA	.0000	.00
		INTL BK RECON & DEVELOP DTD 04/21/15 0.960 04/21/2018								
<a href="#">45905USB1</a>	75,000,000.0000	05/02/2017	\$74,753,250.00	\$74,852,910.00	(\$99,660.00)	(.13)	AAA	AAA	.0000	.00
		INTL BK RECON & DEVELOP DTD 04/27/15 0.625 05/02/2017								
<a href="#">45905USH8</a>	20,000,000.0000	06/12/2017	\$19,952,200.00	\$19,983,400.00	(\$31,200.00)	(.16)	N/A	N/A	.0000	.00
		INTL BK RECON & DEVELOP DTD 05/12/15 0.700 06/12/2017								
<a href="#">45905USJ4</a>	20,000,000.0000	09/12/2017	\$19,966,000.00	\$19,983,800.00	(\$17,800.00)	(.09)	N/A	N/A	.0000	.00
		INTL BK RECON & DEVELOP DTD 05/12/15 0.800 09/12/2017								
<a href="#">45905USR6</a>	20,000,000.0000	06/13/2017	\$20,000,000.00	\$20,000,000.00	\$0.00	.00			.0000	.00
		INTL BK RECON & DEVELOP DTD 06/12/15 0.720 06/13/2017								
<a href="#">45950KBV1</a>	10,000,000.0000	12/21/2017	\$9,903,700.00	\$9,958,700.00	(\$55,000.00)	(.55)	AAA	AAA	.0000	.00
		INTL FINANCE CORP DTD 11/21/12 0.625 12/21/2017								
<a href="#">45950KBX7</a>	25,000,000.0000	06/15/2018	\$24,838,000.00	\$24,877,350.00	(\$39,350.00)	(.16)	AAA	AAA	.0000	.00
		INTL FINANCE CORP DTD 04/10/13 0.875 06/15/2018								
<a href="#">45950VIFY7</a>	20,000,000.0000	04/28/2017	\$19,997,800.00	\$20,000,000.00	(\$2,200.00)	(.01)	N/A	N/A	.0000	.00
		INTL FINANCE CORP MED TERM NOTE								
<a href="#">45950VGB6</a>	20,000,000.0000	04/28/2017	\$19,986,600.00	\$20,000,000.00	(\$13,400.00)	(.07)	N/A	N/A	.0000	.00
		INTL FINANCE CORP MED TERM NOTE								
<a href="#">594918AG9</a>	12,152,000.0000	09/25/2015	\$12,162,086.16	\$12,319,941.01	(\$157,854.85)	(1.28)	AAA	AAA	.0000	.00

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**ACCOUNT: All Accounts Selected**

\* = Trade or Other Activity Pending

<u>Asset ID</u>	<u>Units</u>	<u>Maturity Date</u>	<u>Market Value</u>	<u>Fed Tax Cost</u>	<u>Gain/Loss Amount</u>	<u>%</u>	<u>S &amp; P Rating</u>	<u>Moody's Rating</u>	<u>Units in Transition</u>	<u>Encumbrd Units</u>
MICROSOFT CORP DTD 09/27/10 1.625 09/25/2015										
<a href="#">931142DE0</a>	7,070,000.0000	04/11/2016	\$7,073,535.00	\$7,081,524.10	(\$7,989.10)	(.11)	AA	AA2	.0000	.00
WAL-MART STORES INC DTD 04/11/13 0.600 04/11/2016										
<a href="#">94974BFL9</a>	10,000,000.0000	07/20/2016	\$10,039,700.00	\$10,081,300.00	(\$41,600.00)	(.41)	A+	A2	.0000	.00
WELLS FARGO & COMPANY DTD 07/29/13 1.250 07/20/2016										
<b>SUBTOTAL</b>	<b>425,162,000.0000</b>		<b>\$424,503,156.50</b>	<b>\$425,847,745.67</b>	<b>(\$1,344,589.17)</b>	<b>(.32)</b>			<b>(6,053,000.0000)</b>	<b>.00</b>
<b>US GOVERNMENT</b>										
US TREASURY NOTES AND BONDS										
<a href="#">912828B74</a>	5,000,000.0000	02/15/2017	\$5,001,900.00	\$4,997,656.25	\$4,243.75	.08	N/A	AAA	.0000	.00
US TREASURY NOTE DTD 02/18/14 0.625 02/15/2017										
<a href="#">912828VC1</a>	30,000,000.0000	05/15/2016	\$29,979,600.00	\$29,953,315.63	\$26,284.37	.09	N/A	AAA	.0000	.00
US TREASURY NOTE DTD 05/15/13 0.250 05/15/2016										
<b>SUBTOTAL</b>	<b>35,000,000.0000</b>		<b>\$34,981,500.00</b>	<b>\$34,950,971.88</b>	<b>\$30,528.12</b>	<b>.09</b>			<b>.0000</b>	<b>.00</b>
<b>FEDERAL AGENCY</b>										
GOVERNMENT AGENCIES										
<a href="#">3130A2WV4</a>	10,000,000.0000	09/02/2015	\$10,000,000.00	\$9,992,390.00	\$7,610.00	.08	AA+	AAA	.0000	.00
FED HOME LN BK DTD 09/02/14 0.125 09/02/2015										
<a href="#">3130A32A1</a>	10,000,000.0000	09/14/2015	\$10,000,000.00	\$9,991,300.00	\$8,700.00	.09	AA+	AAA	.0000	.00
FED HOME LN BK DTD 09/12/14 0.125 09/14/2015										
<a href="#">3130A3J70</a>	7,000,000.0000	11/23/2016	\$7,004,130.00	\$7,004,872.00	(\$742.00)	(.01)	AA+	AAA	.0000	.00
FED HOME LN BK DTD 11/17/14 0.625 11/23/2016										
<a href="#">3130A3M35</a>	10,000,000.0000	10/14/2016	\$9,996,600.00	\$9,971,420.00	\$25,180.00	.25	AA+	AAA	.0000	.00
FED HOME LN BK DTD 11/28/14 0.520 10/14/2016										
<a href="#">3130A3NF7</a>	15,000,000.0000	11/15/2016	\$14,999,400.00	\$14,992,800.00	\$6,600.00	.04	AA+	N/A	.0000	.00
FED HOME LN BK DTD 12/15/14 0.550 11/15/2016										
<a href="#">3130A3SU9</a>	15,000,000.0000	10/14/2016	\$14,995,050.00	\$14,978,400.00	\$16,650.00	.11	AA+	AAA	.0000	.00
FED HOME LN BK DTD 12/19/14 0.500 10/14/2016										
<a href="#">3130A3UC6</a>	15,000,000.0000	05/15/2017	\$15,075,600.00	\$14,975,400.00	\$100,200.00	.67	AA+	AAA	.0000	.00
FED HOME LN BK DTD 12/30/14 0.900 05/15/2017										
<a href="#">3130A3UR3</a>	5,000,000.0000	01/06/2017	\$5,002,350.00	\$5,014,700.00	(\$12,350.00)	(.25)	AA+	AAA	.0000	.00
FED HOME LN BK DTD 01/06/15 0.750 01/06/2017										
<a href="#">3130A3Y32</a>	10,000,000.0000	02/22/2016	\$9,997,700.00	\$10,000,000.00	(\$2,300.00)	(.02)	AA+	AAA	.0000	.00

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**ACCOUNT: All Accounts Selected**

\* = Trade or Other Activity Pending

<u>Asset ID</u>	<u>Units</u>	<u>Maturity Date</u>	<u>Market Value</u>	<u>Fed Tax Cost</u>	<u>Gain/Loss Amount</u>	<u>%</u>	<u>S &amp; P Rating</u>	<u>Moody's Rating</u>	<u>Units in Transition</u>	<u>Encumbrd Units</u>
		FED HOME LN BK DTD 01/22/15 0.270 02/22/2016								
<a href="#">3130A4QO8</a>	10,000,000.0000	03/24/2017	\$10,009,000.00	\$10,011,700.00	(\$2,700.00)	(.03)	AA+	AAA	.0000	.00
		FED HOME LN BK SER 0000								
<a href="#">3130A4WQ1</a>	15,575,000.0000	04/13/2017	\$15,543,694.25	\$15,573,442.50	(\$29,748.25)	(.19)	AA+	AAA	.0000	.00
		FED HOME LN BK DTD 04/13/15 0.700 04/13/2017								
<a href="#">3130A4X64</a>	8,275,000.0000	04/08/2016	\$8,268,793.75	\$8,270,862.50	(\$2,068.75)	(.03)	N/A	AAA	.0000	.00
		FED HOME LN BK DTD 04/09/15 0.250 04/08/2016								
<a href="#">3130A5EP0</a>	5,000,000.0000	05/30/2017	\$4,996,450.00	\$4,995,150.00	\$1,300.00	.03	AA+	AAA	.0000	.00
		FED HOME LN BK DTD 05/15/15 0.625 05/30/2017								
<a href="#">3130A5YT0</a>	2,000,000.0000	05/12/2017	\$1,994,980.00	\$2,000,000.00	(\$5,020.00)	(.25)	AA+	AAA	.0000	.00
		FED HOME LN BK DTD 08/12/15 0.750 05/12/2017								
<a href="#">31315P5J4</a>	10,000,000.0000	09/09/2015	\$10,000,100.00	\$10,000,499.30	(\$399.30)	.00	N/A	N/A	.0000	.00
		FED AGRIC MED TERM NOTE								
<a href="#">31315PQ93</a>	25,000,000.0000	02/10/2016	\$24,990,000.00	\$25,000,000.00	(\$10,000.00)	(.04)	N/A	N/A	.0000	.00
		FED AGRIC MED TERM NOTE								
<a href="#">31315PQM4</a>	2,000,000.0000	03/06/2018	\$1,998,040.00	\$1,998,800.00	(\$760.00)	(.04)	N/A	N/A	.0000	.00
		FED AGRIC MED TERM NOTE								
<a href="#">31315PT25</a>	15,000,000.0000	03/15/2016	\$14,994,900.00	\$14,997,360.00	(\$2,460.00)	(.02)	N/A	N/A	.0000	.00
		FED AGRIC MED TERM NOTE								
<a href="#">3133EC6S8</a>	5,000,000.0000	12/12/2016	\$4,999,050.00	\$4,999,000.00	\$50.00	.00	AA+	AAA	.0000	.00
		FED FARM CREDIT BK DTD 12/12/12 0.600 12/12/2016								
<a href="#">3133ECP40</a>	5,000,000.0000	05/09/2017	\$4,991,850.00	\$4,998,000.00	(\$6,150.00)	(.12)	AA+	AAA	.0000	.00
		FED FARM CREDIT BK DTD 05/09/13 0.640 05/09/2017								
<a href="#">3133EDBC5</a>	30,575,000.0000	09/12/2016	\$30,575,000.00	\$30,559,721.25	\$15,278.75	.05	AA+	AAA	.0000	.00
		FED FARM CREDIT BK DTD 12/12/13 0.600 09/12/2016								
<a href="#">3133EDBK7</a>	9,101,000.0000	12/09/2016	\$9,101,637.07	\$9,090,078.80	\$11,558.27	.13	AA+	AAA	.0000	.00
		FED FARM CREDIT BK DTD 12/09/13 0.680 12/09/2016								
<a href="#">3133EDC42</a>	20,000,000.0000	12/19/2016	\$20,001,200.00	\$20,000,000.00	\$1,200.00	.01	AA+	AAA	.0000	.00
		FED FARM CREDIT BK DTD 12/19/13 0.700 12/19/2016								
<a href="#">3133EE6K1</a>	10,000,000.0000	11/13/2017	\$9,985,500.00	\$9,990,000.00	(\$4,500.00)	(.05)	AA+	AAA	.0000	.00
		FED FARM CREDIT BK DTD 08/13/15 0.930 11/13/2017								

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<u>Asset ID</u>	<u>Units</u>	<u>Maturity Date</u>	<u>Market Value</u>	<u>Fed Tax Cost</u>	<u>Gain/Loss Amount</u>	<u>%</u>	<u>S &amp; P Rating</u>	<u>Moody's Rating</u>	<u>Units in Transition</u>	<u>Encumbrd Units</u>
<a href="#">3133EEB66</a>	10,000,000.0000	04/24/2017	\$9,977,300.00	\$9,995,000.00	(\$17,700.00)	(.18)	AA+	AAA	.0000	.00
	FED FARM CREDIT BK DTD 04/24/15 0.680 04/24/2017									
<a href="#">3133EEBU3</a>	25,000,000.0000	11/14/2016	\$25,018,250.00	\$24,983,460.00	\$34,790.00	.14	AA+	AAA	.0000	.00
	FED FARM CREDIT BK DTD 11/14/14 0.600 11/14/2016									
<a href="#">3133EEBY5</a>	7,000,000.0000	02/17/2017	\$7,000,490.00	\$6,998,250.00	\$2,240.00	.03	AA+	AAA	.0000	.00
	FED FARM CREDIT BK DTD 11/17/14 0.740 02/17/2017									
<a href="#">3133EEDQ0</a>	30,000,000.0000	12/01/2016	\$30,018,000.00	\$29,994,000.00	\$24,000.00	.08	AA+	AAA	.0000	.00
	FED FARM CREDIT BK DTD 12/01/14 0.580 12/01/2016									
<a href="#">3133EEX62</a>	20,000,000.0000	06/16/2017	\$19,997,200.00	\$20,000,000.00	(\$2,800.00)	(.01)	AA+	AAA	.0000	.00
	FED FARM CREDIT BK DTD 06/16/15 0.800 06/16/2017									
<a href="#">3133EEZB9</a>	10,000,000.0000	09/16/2016	\$9,988,800.00	\$9,997,000.00	(\$8,200.00)	(.08)	AA+	AAA	.0000	.00
	FED FARM CREDIT BK DTD 04/16/15 0.450 09/16/2016									
<a href="#">3134G4NH7</a>	25,000,000.0000	06/24/2016	\$24,955,000.00	\$25,000,000.00	(\$45,000.00)	(.18)	AA+	AAA	.0000	.00
	FED HOME LN MTG CORP MED TERM NOTE									
<a href="#">3134G4NJ3</a>	12,000,000.0000	12/20/2016	\$12,001,320.00	\$12,000,000.00	\$1,320.00	.01	AA+	AAA	.0000	.00
	FED HOME LN MTG CORP MED TERM NOTE									
<a href="#">3134G4Q76</a>	20,000,000.0000	12/19/2016	\$19,984,000.00	\$20,000,000.00	(\$16,000.00)	(.08)	AA+	AAA	.0000	.00
	FED HOME LN MTG CORP MED TERM NOTE									
<a href="#">3134G5P58</a>	7,000,000.0000	02/13/2017	\$7,005,320.00	\$7,000,000.00	\$5,320.00	.08	AA+	AAA	.0000	.00
	FED HOME LN MTG CORP MED TERM NOTE									
<a href="#">3134G5PF6</a>	15,000,000.0000	02/15/2017	\$14,989,800.00	\$14,983,350.00	\$6,450.00	.04	AA+	AAA	.0000	.00
	FED HOME LN MTG CORP DTD 11/14/14 0.650 02/15/2017									
<a href="#">3134G5RH0</a>	10,000,000.0000	02/15/2017	\$10,001,500.00	\$9,997,900.00	\$3,600.00	.04	AA+	N/A	.0000	.00
	FED HOME LN MTG CORP DTD 12/17/14 0.690 02/15/2017									
<a href="#">3134G5SC0</a>	15,000,000.0000	07/15/2016	\$14,979,000.00	\$14,989,050.00	(\$10,050.00)	(.07)	AA+	AAA	.0000	.00
	FED HOME LN MTG CORP DTD 12/02/14 0.375 07/15/2016									
<a href="#">3134G5SH9</a>	20,000,000.0000	11/15/2016	\$19,992,200.00	\$20,000,000.00	(\$7,800.00)	(.04)	AA+	N/A	.0000	.00
	FED HOME LN MTG CORP MED TERM NOTE									
<a href="#">3134G6PG2</a>	10,000,000.0000	03/30/2017	\$9,983,000.00	\$10,000,000.00	(\$17,000.00)	(.17)	AA+	AAA	.0000	.00
	FED HOME LN MTG CORP MED TERM NOTE SER 0000									
<a href="#">3134G6PJ6</a>	10,396,000.0000	12/29/2016	\$10,388,306.96	\$10,396,000.00	(\$7,693.04)	(.07)	AA+	AAA	.0000	.00

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<u>Asset ID</u>	<u>Units</u>	<u>Maturity Date</u>	<u>Market Value</u>	<u>Fed Tax Cost</u>	<u>Gain/Loss Amount</u>	<u>%</u>	<u>S &amp; P Rating</u>	<u>Moody's Rating</u>	<u>Units in Transition</u>	<u>Encumbrd Units</u>
		FED HOME LN MTG CORP DTD 03/24/15 0.580 12/29/2016								
<a href="#">3134G6PL1</a>	8,500,000.0000	04/21/2017	\$8,483,000.00	\$8,498,300.00	(\$15,300.00)	(.18)	AA+	AAA	.0000	.00
		FED HOME LN MTG CORP MED TERM NOTE								
<a href="#">3134G6PY3</a>	5,000,000.0000	06/30/2017	\$4,992,400.00	\$5,000,000.00	(\$7,600.00)	(.15)	AA+	AAA	.0000	.00
		FED HOME LN MTG CORP MED TERM NOTE								
<a href="#">3134G6TL7</a>	20,000,000.0000	04/28/2017	\$19,953,600.00	\$20,000,000.00	(\$46,400.00)	(.23)	AA+	AAA	.0000	.00
		FED HOME LN MTG CORP SER 0000								
<a href="#">3134G7JL6</a>	5,000,000.0000	07/28/2017	\$4,986,550.00	\$5,000,000.00	(\$13,450.00)	(.27)	AA+	N/A	.0000	.00
		FED HOME LN MTG CORP MED TERM NOTE SER 0002								
<a href="#">3134G7MA6</a>	4,000,000.0000	11/13/2017	\$3,992,200.00	\$4,000,000.00	(\$7,800.00)	(.20)	AA+	AAA	.0000	.00
		FED HOME LN MTG CORP MED TERM NOTE SER 0000								
<a href="#">31359MW41</a>	1,260,000.0000	09/15/2016	\$1,321,021.80	\$1,420,020.00	(\$98,998.20)	(6.97)	AA+	AAA	.0000	.00
		FED NATL MTG ASSN DTD 08/17/06 5.250 09/15/2016								
<a href="#">3135G0XP3</a>	10,000,000.0000	07/05/2016	\$9,993,800.00	\$9,994,170.00	(\$370.00)	.00	AA+	AAA	.0000	.00
		FED NATL MTG ASSN DTD 05/17/13 0.375 07/05/2016								
<a href="#">3135G0ZB2</a>	5,000,000.0000	04/20/2017	\$5,004,650.00	\$4,973,450.00	\$31,200.00	.63	AA+	AAA	.0000	.00
		FED NATL MTG ASSN DTD 03/10/14 0.750 04/20/2017								
<b>SUBTOTAL</b>	<b>574,682,000.0000</b>		<b>\$574,527,733.83</b>	<b>\$574,625,846.35</b>	<b>(\$98,112.52)</b>	<b>(.02)</b>			<b>.0000</b>	<b>.00</b>
<b>MUNICIPAL BONDS</b>										
MUNICIPAL TAXABLE										
<a href="#">13063BHZ8</a>	5,200,000.0000	11/01/2015	\$5,230,628.00	\$5,548,608.00	(\$317,980.00)	(5.73)	AA-	AA3	.0000	.00
		CALIFORNIA ST TAXABLE								
<a href="#">13063BN73</a>	2,735,000.0000	02/01/2016	\$2,741,509.30	\$2,761,848.15	(\$20,338.85)	(.74)	AA-	AA3	.0000	.00
		CALIFORNIA ST TXBL-VARIOUS PURPOSE								
<a href="#">13063BNR9</a>	6,000,000.0000	10/01/2015	\$6,011,220.00	\$6,243,970.00	(\$232,750.00)	(3.73)	AA-	AA3	.0000	.00
		CALIFORNIA ST TXBL-VARIOUS PURPOSE								
<a href="#">13063CFD7</a>	950,000.0000	11/01/2016	\$957,752.00	\$958,445.50	(\$693.50)	(.07)	AA-	AA3	.0000	.00
		CALIFORNIA ST TXBL-VARIOUS PURPOSE								
<a href="#">13063CPM6</a>	10,000,000.0000	11/01/2016	\$10,023,600.00	\$10,021,000.00	\$2,600.00	.03	AA-	AA3	.0000	.00
		CALIFORNIA ST TXBL								
<a href="#">13063CPN4</a>	5,000,000.0000	11/01/2017	\$5,037,750.00	\$5,002,500.00	\$35,250.00	.70	AA-	AA3	.0000	.00

**WELLS FARGO**  
**Market/Cost Value Comparison Report**  
**By Account By Industry Class**  
**COUNTY OF VENTURA**

**101**

**General Reporting**  
From Month End 08/31/2015  
09/01/2015 03:07:01 PM EDT

**ACCOUNT: All Accounts Selected**

\* = Trade or Other Activity Pending

<u>Asset ID</u>	<u>Units</u>	<u>Maturity Date</u>	<u>Market Value</u>	<u>Fed Tax Cost</u>	<u>Gain/Loss Amount</u>	<u>%</u>	<u>S &amp; P Rating</u>	<u>Moody's Rating</u>	<u>Units in Transition</u>	<u>Encumbrd Units</u>
			CALIFORNIA ST TXBL							
<a href="#">13066KW21</a>	600,000.0000	12/01/2016	\$601,098.00	\$603,624.00	(\$2,526.00)	(.42)	AAA	AA1	.0000	.00
			CALIFORNIA ST DEPT OF WTR RESO TXBL-WTR SYS-SER AO							
<a href="#">399262HQ0</a>	1,120,000.0000	08/01/2016	\$1,137,113.60	\$1,157,060.80	(\$19,947.20)	(1.72)	A+	AA3	.0000	.00
			GROSSMONT CA UNION HIGH SCH DI TXBL-REF-ELECTION OF 2004-SER							
<a href="#">630266AE4</a>	2,125,000.0000	09/01/2015	\$2,125,000.00	\$2,125,000.00	\$ .00	.00	A+	N/R	.0000	.00
			NAPA CA CMNTY REDEV AGY SUCCESS REF-TXBL							
<a href="#">630266AF1</a>	145,000.0000	09/01/2016	\$145,137.75	\$145,000.00	\$137.75	.10	A+	N/R	.0000	.00
			NAPA CA CMNTY REDEV AGY SUCCESS REF-TXBL							
<a href="#">68428LDK7</a>	2,325,000.0000	06/30/2016	\$2,328,882.75	\$2,334,625.50	(\$5,742.75)	(.25)	AA-	N/R	.0000	.00
			ORANGE CNTY CA PENSN OBLG REF-PNSN-TXBL-SER A							
<a href="#">769036AV6</a>	1,500,000.0000	06/01/2016	\$1,497,525.00	\$1,499,000.00	(\$1,475.00)	(.10)	SP-1+	N/R	.0000	.00
			RIVERSIDE CA PENSN OBLG BANS-TXBL-SER A							
<a href="#">76911ADK8</a>	425,000.0000	11/01/2015	\$424,936.25	\$425,000.00	(\$63.75)	(.01)	AA-	N/R	.0000	.00
			RIVERSIDE CNTY CA ASSET LEASIN TXBL-REF-COURT FACS PROJ-SER B							
<a href="#">76911ADL6</a>	350,000.0000	11/01/2016	\$349,510.00	\$350,000.00	(\$490.00)	(.14)	AA-	N/R	.0000	.00
			RIVERSIDE CNTY CA ASSET LEASIN TXBL-REF-COURT FACS PROJ-SER B							
<a href="#">799014AM7</a>	540,000.0000	08/01/2016	\$541,566.00	\$540,000.00	\$1,566.00	.29	A	N/R	.0000	.00
			SAN MATEO CA REDEV AGY SUCCESS TXBL-REF-SER B							
<a href="#">799014AN5</a>	1,040,000.0000	08/01/2017	\$1,045,356.00	\$1,040,000.00	\$5,356.00	.51	A	N/R	.0000	.00
			SAN MATEO CA REDEV AGY SUCCESS TXBL-REF-SER B							
<a href="#">799014AP0</a>	800,000.0000	08/01/2018	\$804,112.00	\$800,000.00	\$4,112.00	.51	A	N/R	.0000	.00
			SAN MATEO CA REDEV AGY SUCCESS TXBL-REF-SER B							
<a href="#">80168NGX1</a>	3,340,000.0000	04/01/2018	\$3,356,599.80	\$3,350,120.20	\$6,479.60	.19	AA+	AA2	.0000	.00
			SANTA CLARA VLY CA TRANSPRTN A REF-TXBL-MEASURE A-SER B							
<a href="#">802626AR2</a>	540,000.0000	09/01/2015	\$540,000.00	\$549,568.80	(\$9,568.80)	(1.74)	AA-	N/R	.0000	.00
			SANTA ROSA CA PENSN OBLG TXBL-REF							
<a href="#">839419AA6</a>	70,000.0000	06/01/2016	\$70,018.20	\$70,000.00	\$18.20	.03	A+	N/R	.0000	.00
			S PLACER CA FIRE PROT DIST COP TXBL							
<a href="#">91412GUT0</a>	1,750,000.0000	05/15/2016	\$1,753,202.50	\$1,750,000.00	\$3,202.50	.18	AA	AA2	.0000	.00
			UNIV OF CALIFORNIA CA REVENUES TXBL-SER AN							

**WELLS FARGO****Market/Cost Value Comparison Report  
By Account By Industry Class  
COUNTY OF VENTURA****102****General Reporting**

From Month End 08/31/2015

09/01/2015 03:07:01 PM EDT

**ACCOUNT: All Accounts Selected**

\* = Trade or Other Activity Pending

<u>Asset ID</u>	<u>Units</u>	<u>Maturity Date</u>	<u>Market Value</u>	<u>Fed Tax Cost</u>	<u>Gain/Loss Amount</u>	<u>%</u>	<u>S &amp; P Rating</u>	<u>Moody's Rating</u>	<u>Units in Transition</u>	<u>Encumbrd Units</u>
<b>SUBTOTAL</b>	<b>46,555,000.0000</b>		<b>\$46,722,517.15</b>	<b>\$47,275,370.95</b>	<b>(\$552,853.80)</b>	<b>(1.17)</b>			<b>.0000</b>	<b>.00</b>
<b>OTHER ASSETS</b>										
OTHER ASSETS										
<a href="#">MS6232818</a>	35,000,000.0000		\$35,000,000.00	\$35,000,000.00	\$ .00	.00			.0000	.00
			CA LAIF STATE OF CALIFORNIA INVESTMENT FD							
<a href="#">MS6615459</a>	15,000,000.0000		\$15,000,000.00	\$15,000,000.00	\$ .00	.00			.0000	.00
			CALTRUST SHORT TERM ACCT							
<b>SUBTOTAL</b>	<b>50,000,000.0000</b>		<b>\$50,000,000.00</b>	<b>\$50,000,000.00</b>	<b>\$ .00</b>	<b>.00</b>			<b>.0000</b>	<b>.00</b>
<b>ACCOUNT 11435100 TOTAL</b>	<b>1,777,399,000.0000</b>		<b>\$1,776,267,527.48</b>	<b>\$1,777,935,662.24</b>	<b>(\$1,668,134.76)</b>	<b>(.09)</b>			<b>(6,053,000.0000)</b>	<b>.00</b>
<b>GRAND TOTAL</b>	<b>1,777,399,000.0000</b>		<b>\$1,776,267,527.48</b>	<b>\$1,777,935,662.24</b>	<b>(\$1,668,134.76)</b>	<b>(.09)</b>			<b>(6,053,000.0000)</b>	<b>.00</b>

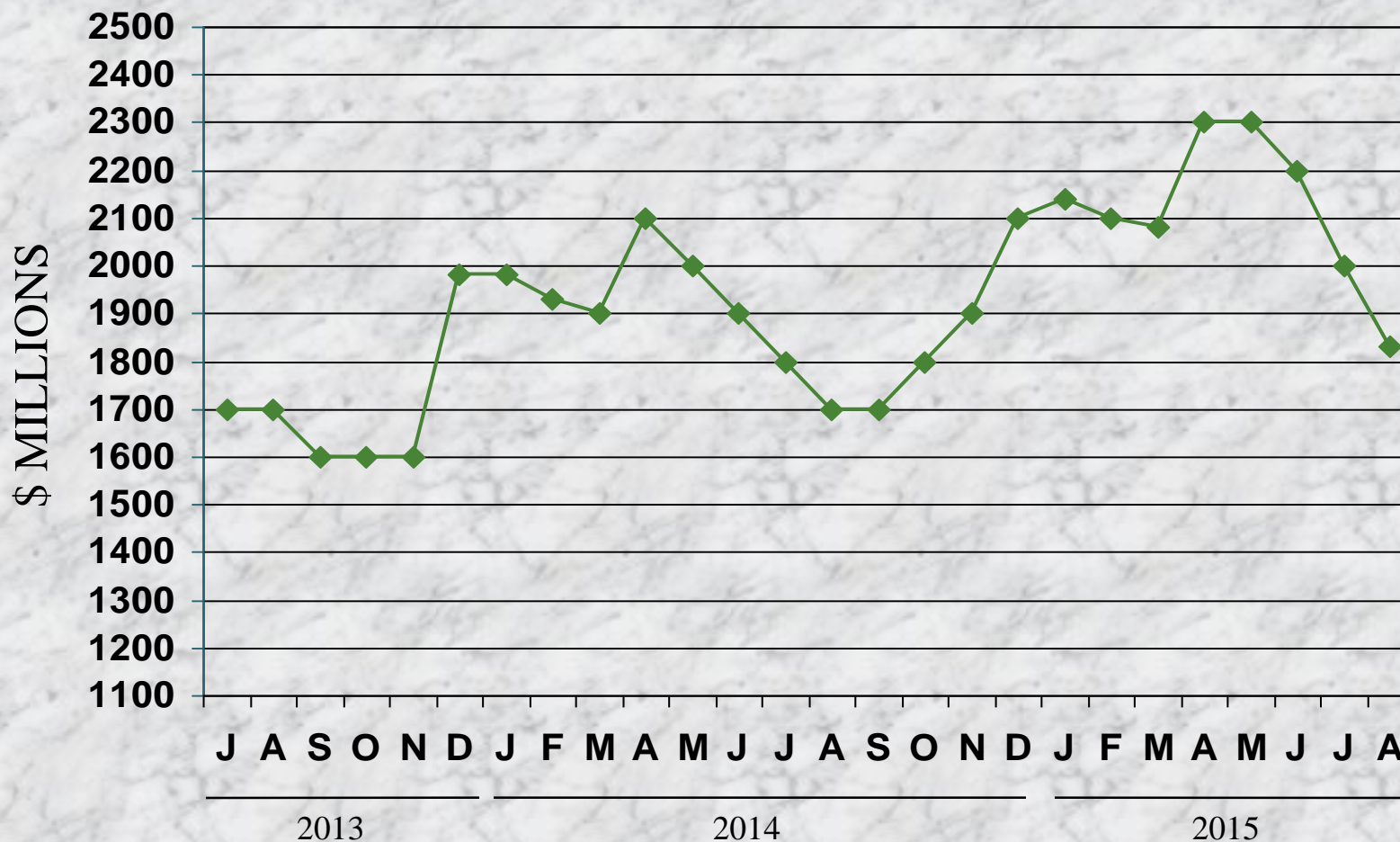
**END OF REPORT**

## JULY AND AUGUST 2015 TRANSACTIONS

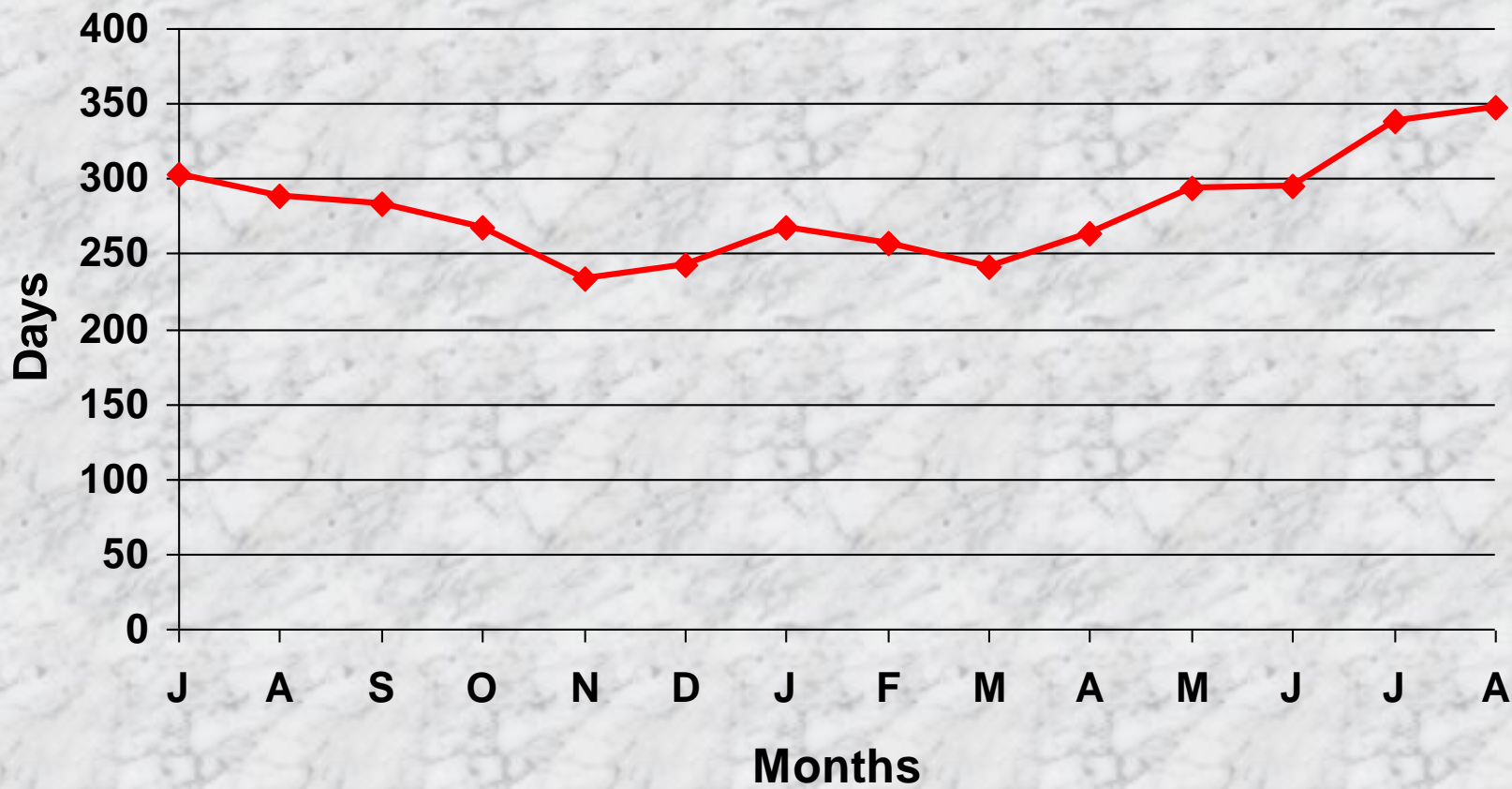
103

Transaction Date	Purchase/ Sale	Par Amount	Security Type	Security Name	Maturity Date	Yield
07/06/15	Purchase	10.00	CP	JP MORGAN SEC LLC	04/01/16	0.59
07/06/15	Purchase	10.00	CP	CREDIT AGRICOLE CIB NY	04/01/16	0.60
07/07/15	Purchase	25.00	YCD	CREDIT AGRICOLE CIB NY	11/06/15	0.31
07/08/15	Purchase	10.00	CP	BANK OF TOKYO MIT UFJ NY	04/01/16	0.51
07/08/15	Purchase	5.00	CP	JP MORGAN SEC LLC	04/01/16	0.60
07/09/15	Purchase	10.00	YCD	NATIONAL BANK OF KUWAIT NY	11/13/15	0.35
07/10/15	Purchase	10.00	CP	CREDIT SUISSE NY	03/31/16	0.59
07/13/15	Purchase	10.00	SUPRANATIONAL	INTL BK RECON & DEVELOP	06/15/18	1.010387
07/13/15	Purchase	10.00	CP	ABBAY NATL NA LLC	11/04/15	0.28
07/13/15	Purchase	5.00	GA	FHLB	05/30/17	0.676945
07/14/15	Purchase	15.00	SUPRANATIONAL	INTL FINANCE CORP	06/15/18	1.030069
07/15/15	Purchase	10.00	SUPRANATIONAL	INTL FINANCE CORP	06/15/18	1.070119
07/15/15	Purchase	10.00	YCD	WELLS FARGO BANK NA	01/22/16	0.34
07/15/15	Purchase	15.00	YCD	CHIBA BANK	11/02/15	0.38
07/16/15	Purchase	5.00	SUPRANATIONAL	INTL BK RECON & DEVELOP	05/02/17	0.710031
07/17/15	Purchase	5.00	CP	CREDIT AGRICOLE CIB NY	11/02/15	0.31
07/21/15	Purchase	20.00	CP	CREDIT AGRICOLE CIB NY	11/03/15	0.31
07/28/15	Purchase	5.00	GA	FHLMC	07/28/17	0.80
08/04/15	Purchase	20.00	CP	ABBAY NATL TREASURY SERV	11/20/15	0.31
08/04/15	Purchase	10.00	YCD	CHIBA BANK	11/16/15	0.37
08/05/15	Purchase	0.540	MUNI	SAN MATEO CA REDEVELOPMENT	08/01/16	1.43
08/05/15	Purchase	0.800	MUNI	SAN MATEO CA REDEVELOPMENT	08/01/18	2.23
08/05/15	Purchase	1.040	MUNI	SAN MATEO CA REDEVELOPMENT	08/01/17	1.84
08/07/15	Purchase	10.00	CP	ABBAY NATL TREASURY SERV	05/03/16	0.63
08/10/15	Purchase	5.00	CP	CREDIT SUISSE NEW YORK	11/13/15	0.28
08/12/15	Purchase	1.00	MUNI	RIVERSIDE CA PENSN OBLG	06/01/16	0.875
08/13/15	Purchase	10.00	GA	FFCB	11/13/17	0.975169
08/13/15	Purchase	4.00	GA	FHLMC	11/13/17	1.0
08/17/15	Purchase	10.00	CP	TOYOTA MOTOR CREDIT CORP	11/18/15	0.28
08/18/15	Purchase	10.00	CP	JP MORGAN SEC LLC	05/13/16	0.68
08/19/15	Purchase	5.00	GA	FHLMC DISCOUNT NOTE	08/01/16	0.40785
08/19/15	Purchase	5.00	GA	FHLMC DISCOUNT NOTE	08/11/16	0.459041
08/20/15	Purchase	2.00	GA	FHLB	05/12/17	0.75
08/21/15	Purchase	20.00	YCD	BANCO ESTADO CHILE/NY	05/17/16	0.63
08/25/15	Sale	15.00	GA	FFCB	11/04/16	0.507412
08/25/15	Purchase	5.00	CP	BANK OF TOKYO MIT UFJ NY	11/30/15	0.30
08/25/15	Purchase	15.00	YCD	BANCO ESTADO CHILE/NY	05/20/16	0.61
08/26/15	Purchase	5.00	GA	FFCB	05/09/17	0.663587
08/26/15	Purchase	10.00	YCD	SOCIETE GENERALE NY	05/20/16	0.68
08/27/15	Purchase	10.00	SUPRANATIONALS	INTL FINANCE CORP	12/21/17	0.805236
08/27/15	Purchase	5.00	CP	BANK OF TOKYO MIT UFJ NY	01/04/16	0.35
08/27/15	Purchase	10.00	CP	JP MORGAN SEC LLC	05/23/16	0.67
08/28/15	Purchase	15.00	YCD	NATL BANK OF KUWAIT NY	01/04/16	0.42
08/31/15	Purchase	15.00	CP	ABBAY NATL TREASURY SERV	01/04/16	0.36

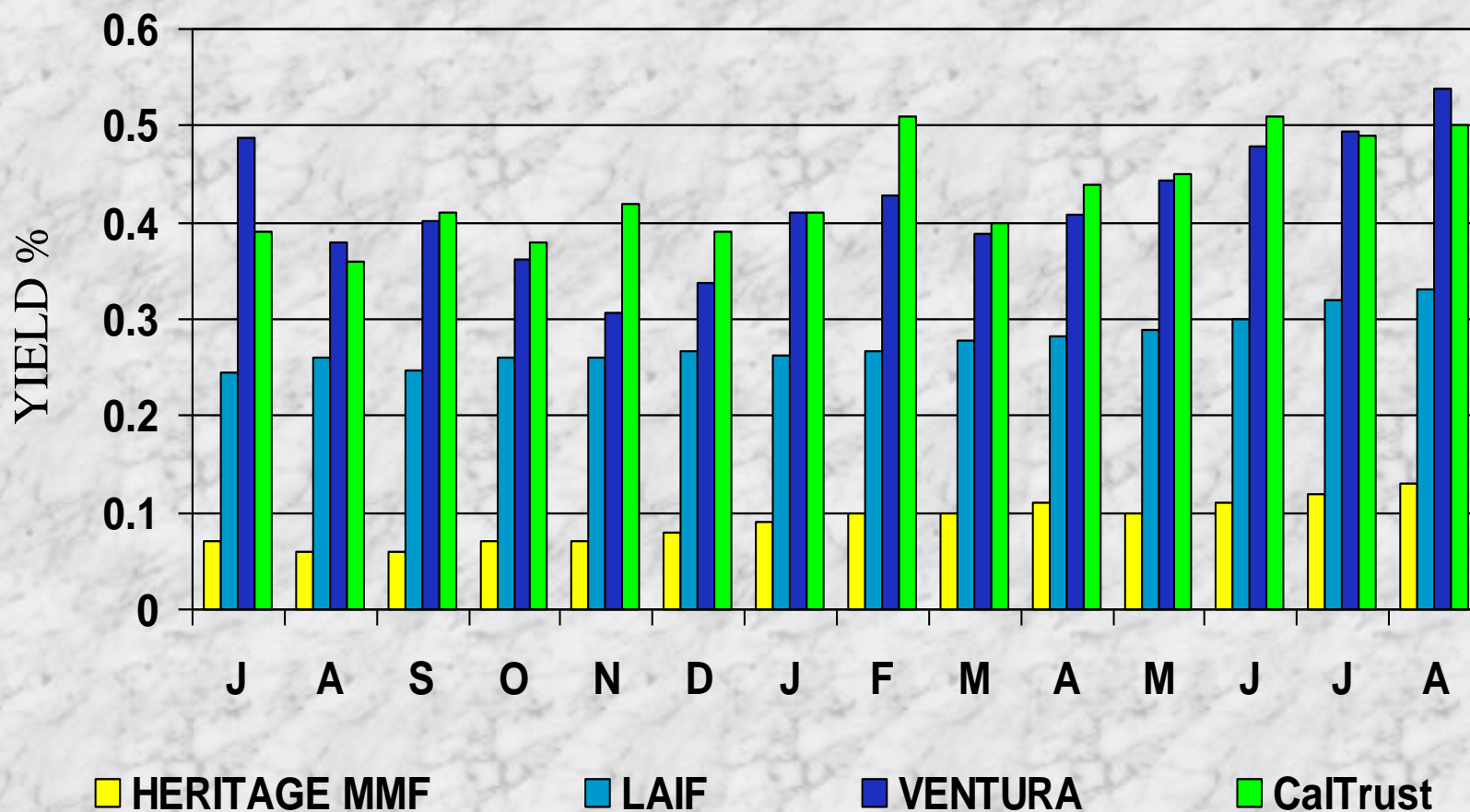
# PORTFOLIO AVERAGE MONTHLY BALANCE



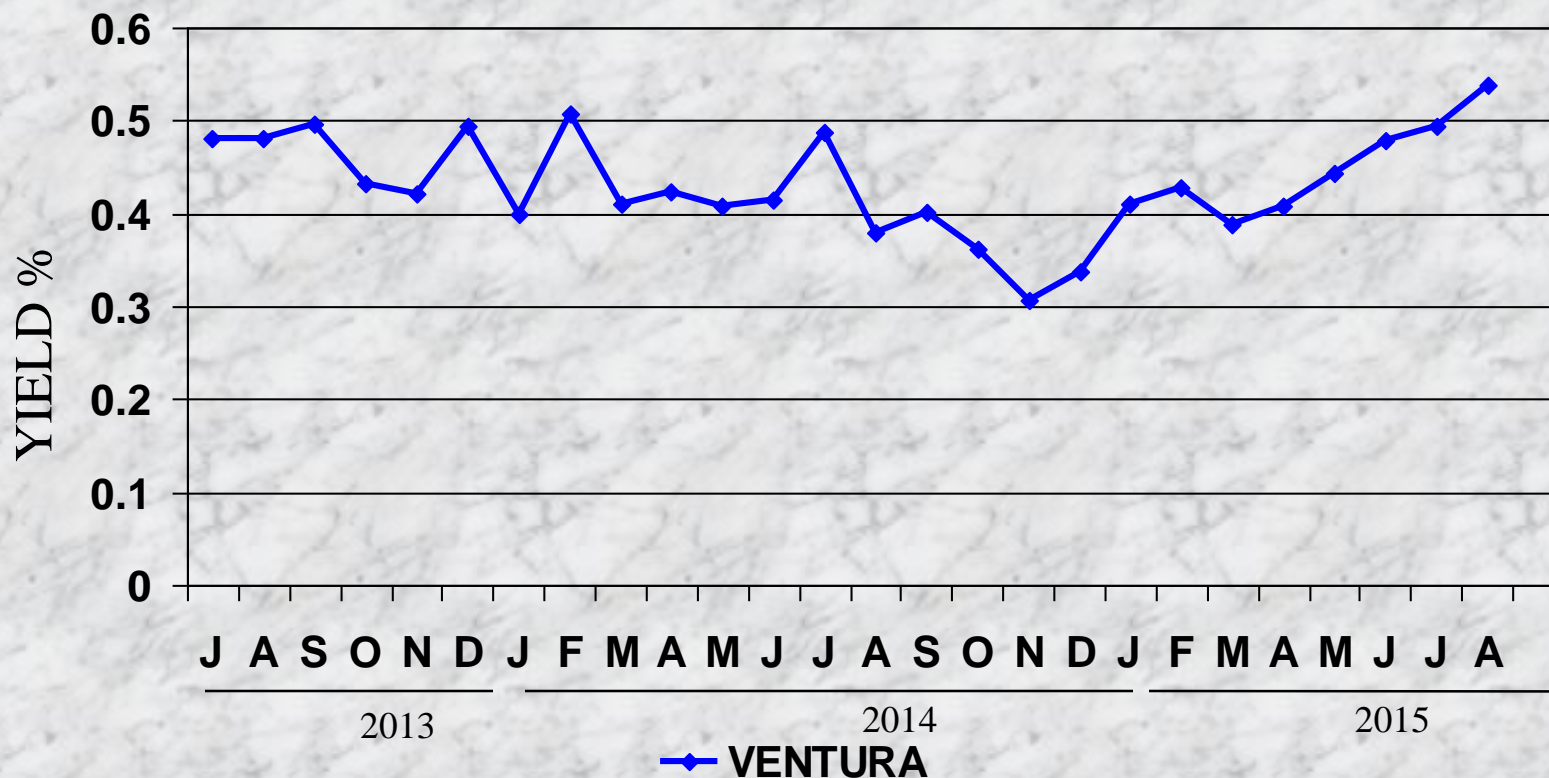
# AVERAGE MATURITY



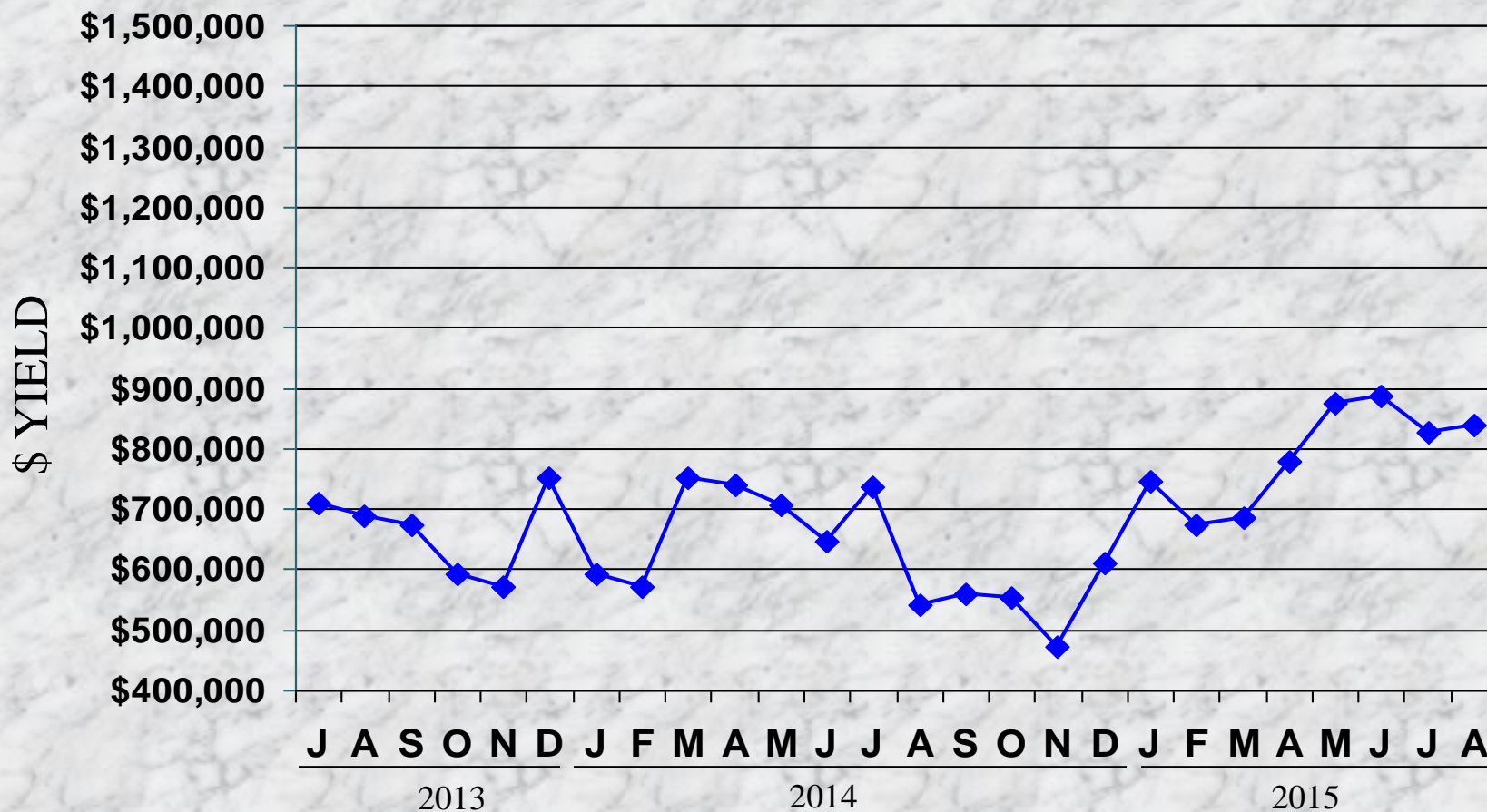
# ++++YIELD COMPARISON



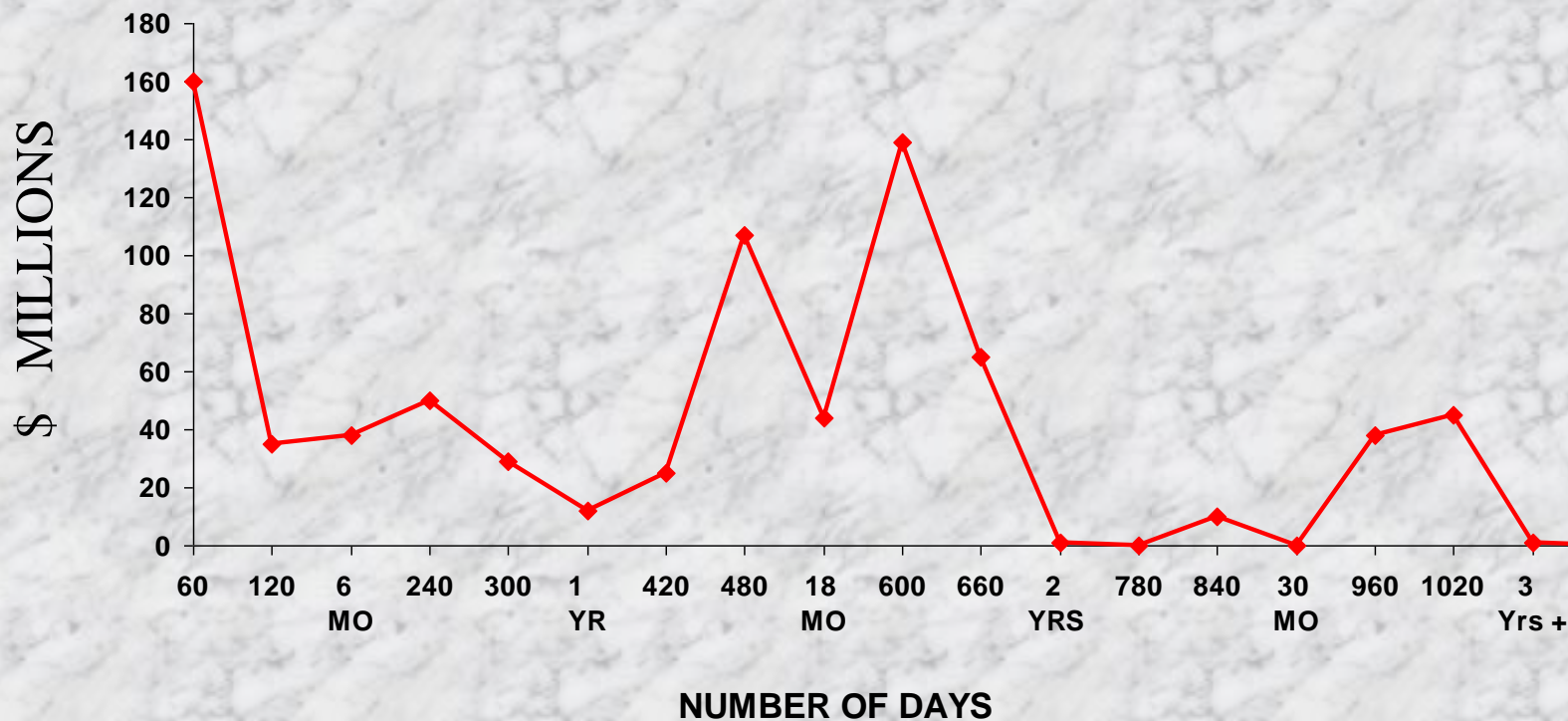
# ROLLING 2-YEAR % YIELD



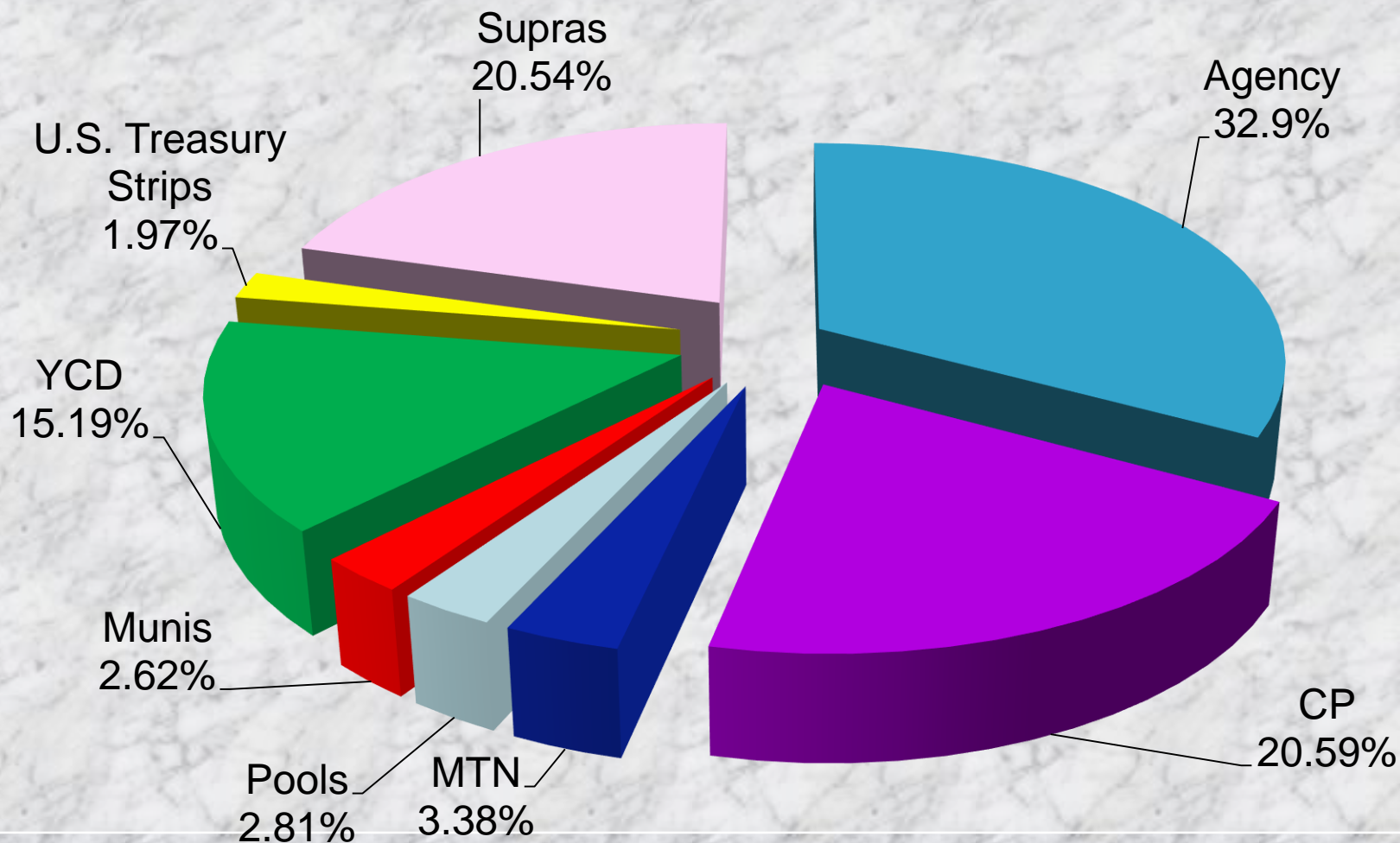
# ROLLING 2-YEAR \$ YIELD



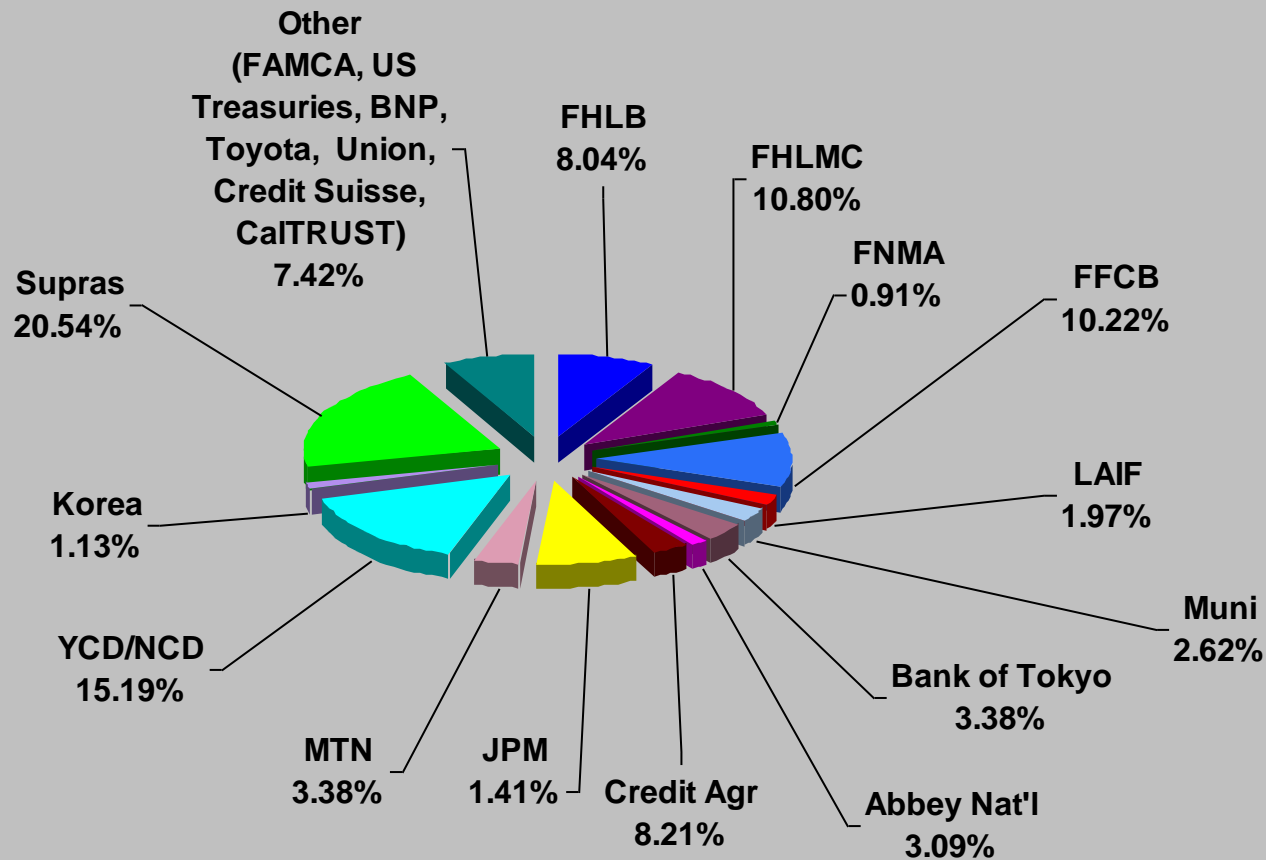
# MATURITY DISTRIBUTION

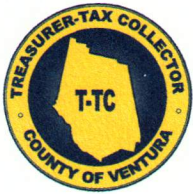


# PORTFOLIO HOLDINGS BY CLASS



# PORTFOLIO HOLDINGS





# TREASURER-TAX COLLECTOR VENTURA COUNTY

112

**STEVEN HINTZ**  
TREASURER  
TAX COLLECTOR

November 3, 2015

Linda Catherine Le, MPPA, ACPFIM  
Assistant Treasurer-Tax Collector

Ventura County Board of Supervisors  
County Government Center  
800 South Victoria Avenue  
Ventura, CA 93009

**SUBJECT:** Receive and File Report of Investments, Including Market Values for Investments for the Month Ending September 30, 2015.

**RECOMMENDATION:** Receive and File

**FISCAL/MANDATES IMPACT:** None

**DISCUSSION:**

The average daily portfolio balance for the month of September was \$1.8 billion. The annualized yield for the month of September was .574%. The total net monthly earnings for September were \$839,000. The weighted average days to maturity decreased from 348 days to 330 days. The portfolio has been structured to satisfy the anticipated cash flow needs of the participants and to accommodate the anticipated earnings apportionments. The investment practices and portfolio holdings are in compliance with the investment policy.

The portfolio has been managed with the stated objectives of safety, liquidity and earning a competitive rate of return, outlined in the Statement of Investment Policy. In striving to maintain the primary objective, safety of principal, the County portfolio has received a rating of "AAAF" by Standard & Poor's (S&P), the highest possible ranking given by the agency. That rating has been affirmed on 2 July 2015. Regarding the secondary objective, maintaining sufficient liquidity to meet cash flow needs, the portfolio is rated "S1+," also the highest ranking given by S&P. In light of the first two objectives, the portfolio has on balance outperformed its benchmarks, satisfying the final objective, that of earning a competitive rate of return.

The September portfolio balance was slightly reduced, following the historical pattern of steady withdrawals until November. At the time of the writing of this report (14 October) the estimated annualized percentage yield for October will be +/- 0.60% (60 basis points), reflecting a continued but less rapid increase. Going forward, the fund is presently invested in instruments which will yield +/- 0.64% (64 basis points) to maturity, also an increase.

The Ventura County investment fund is a fixed-income, interest-rate-sensitive portfolio with no direct exposure to equities, commodities or global markets. Accordingly, this report will more specifically focus on factors related to U.S. interest rates.

The Federal Open Market Committee did not announce an increase in the federal funds rate in September, and sluggish economic data do not suggest the likelihood of an increase in 2015. The Fed's Beige Book, a compilation of reports from all the districts, is released this date (14 October). It suggests a clear slowdown in most of the leading indicators that give clues to future economic growth. The interest rate market has begun to reflect the anticipated delay in raising rates. The Board will note that the spread between the monthly annualized yield and the overall yield to maturity is narrowing. The fund's yield is at a point where, because of the stagnant interest rate environment, continued increases are less likely without accepting the somewhat greater (and unwelcome) risk of extending maturity and duration.

Accordingly, it is my intent to continue to manage the portfolio based on the cautious assumption that interest rates within our horizon will rise gradually, if at all. While we will use commercial paper and Yankee certificates of deposit to manage the anticipated cash flow needs of the fund participants, we will only seek out higher-yielding instruments with maturities over one year on a very limited basis. I do not expect the fund's reported yield to rise above 65 basis points (0.65%) during the next three months. The rise in the fund's yield will be gradual, but not indiscernible, if the interest rate market follows its predicted course.

This letter has been reviewed and approved as to form by the County Executive Office, the Auditor-Controller's Office, and County Counsel.

Please contact me at 654-3726 if you have any questions regarding this item.



Steven Hintz  
Treasurer-Tax Collector

Exhibit 1 – Market Values of Investments

Exhibit 2 – Monthly Transactions

Exhibit 3 – Graphs

Exhibit 4 – Portfolio Holdings

**WELLS FARGO**  
**Market/Cost Value Comparison Report**  
**By Account By Industry Class**  
**COUNTY OF VENTURA**

**114**

**General Reporting**  
 From Month End 09/30/2015  
 10/05/2015 06:51:50 PM EDT

**ACCOUNT: All Accounts Selected**

\* = Trade or Other Activity Pending

<u>Asset ID</u>	<u>Units</u>	<u>Maturity Date</u>	<u>Market Value</u>	<u>Fed Tax Cost</u>	<u>Gain/Loss Amount</u>	<u>%</u>	<u>S &amp; P Rating</u>	<u>Moody's Rating</u>	<u>Units in Transition</u>	<u>Encumbrd Units</u>
<b>ACCOUNT: 11435100 COUNTY OF VENTURA</b>										
<b>NET CASH</b>										
NET CASH	.0000		\$ .00	\$ .00	\$ .00	.00			.0000	.00
	U.S. DOLLARS									
<b>SUBTOTAL</b>	<b>.0000</b>		<b>\$ .00</b>	<b>\$ .00</b>	<b>\$ .00</b>	<b>.00</b>			<b>.0000</b>	<b>.00</b>
<b>US GOVERNMENT SHORT-TERM</b>										
GOVERNMENT AGENCY DISCOUNT										
<a href="#">31315KRD4</a>	5,000,000.0000	12/30/2015	\$4,998,600.00	\$4,997,075.00	\$1,525.00	.03	N/A	N/A	.0000	.00
			FED AGRIC MTG CORP DISC NOTE DTD 12/30/14 12/30/2015							
<a href="#">313384B65</a>	5,000,000.0000	08/11/2016	\$4,987,550.00	\$4,977,625.00	\$9,925.00	.20	N/A	N/A	.0000	.00
			FED HOME LN BK DISC NOTE DTD 08/11/15 08/11/2016							
<a href="#">313396A45</a>	5,000,000.0000	08/01/2016	\$4,987,950.00	\$4,980,666.67	\$7,283.33	.15	N/A	N/A	.0000	.00
			FED HOME LN MTG CORP DISC NOTE DTD 08/03/15 08/01/2016							
<b>SUBTOTAL</b>	<b>15,000,000.0000</b>		<b>\$14,974,100.00</b>	<b>\$14,955,366.67</b>	<b>\$18,733.33</b>	<b>.13</b>			<b>.0000</b>	<b>.00</b>
<b>SAVINGS &amp; CERTIFICATES OF DEPOSIT</b>										
MARKETABLE CERTIFICATES OF DEPOSIT										
<a href="#">05969YCM3</a>	20,000,000.0000	05/17/2016	\$20,011,800.00	\$20,000,000.00	\$11,800.00	.06	N/A	N/A	.0000	.00
			BANCO DEL ESTA DE CHLE CERT OF DEPOSIT							
<a href="#">05969YCN1</a>	15,000,000.0000	05/20/2016	\$15,009,600.00	\$15,003,347.24	\$6,252.76	.04	N/A	N/A	.0000	.00
			BANCO DEL ESTA DE CHLE CERT OF DEPOSIT							
<a href="#">05969YDD2</a>	10,000,000.0000	06/01/2016	\$10,003,600.00	\$10,002,207.21	\$1,392.79	.01	N/A	N/A	.0000	.00
			BANCO DEL ESTA DE CHLE CERT OF DEPOSIT							
<a href="#">05969YDU4</a>	20,000,000.0000	12/28/2015	\$20,000,600.00	\$20,000,532.94	\$67.06	.00	N/A	N/A	.0000	.00
			BANCO DEL ESTA DE CHLE CERT OF DEPOSIT							
<a href="#">16706BRE0</a>	10,000,000.0000	10/01/2015	\$10,000,000.00	\$10,001,123.61	(\$1,123.61)	(.01)	N/A	N/A	.0000	.00
			CHIBA BK LTD NY BRANCH CERT OF DEPOSIT							
<a href="#">16706BRK6</a>	20,000,000.0000	10/02/2015	\$20,000,200.00	\$20,001,420.50	(\$1,220.50)	(.01)	N/A	N/A	.0000	.00
			CHIBA BK LTD NY BRANCH CERT OF DEPOSIT							
<a href="#">16706BRM2</a>	25,000,000.0000	10/05/2015	\$25,000,500.00	\$25,001,803.34	(\$1,303.34)	(.01)	N/A	N/A	.0000	.00
			CHIBA BK LTD NY BRANCH CERT OF DEPOSIT							
<a href="#">16706BSA7</a>	15,000,000.0000	11/02/2015	\$15,002,100.00	\$15,001,831.21	\$268.79	.00	N/A	N/A	.0000	.00

**WELLS FARGO**  
**Market/Cost Value Comparison Report**  
**By Account By Industry Class**  
**COUNTY OF VENTURA**

**115**

**General Reporting**  
 From Month End 09/30/2015  
 10/05/2015 06:51:50 PM EDT

**ACCOUNT: All Accounts Selected**

\* = Trade or Other Activity Pending

<u>Asset ID</u>	<u>Units</u>	<u>Maturity Date</u>	<u>Market Value</u>	<u>Fed Tax Cost</u>	<u>Gain/Loss Amount</u>	<u>%</u>	<u>S &amp; P Rating</u>	<u>Moody's Rating</u>	<u>Units in Transition</u>	<u>Encumbrd Units</u>
			CHIBA BK LTD NY BRANCH CERT OF DEPOSIT							
<a href="#">16706BSG4</a>	10,000,000.0000	11/16/2015	\$10,001,300.00	\$10,000,865.74	\$434.26	.00	N/A	N/A	.0000	.00
			CHIBA BK LTD NY BRANCH CERT OF DEPOSIT							
<a href="#">16706BSY5</a>	15,000,000.0000	12/28/2015	\$14,999,400.00	\$15,000,000.00	(\$600.00)	.00	N/A	N/A	.0000	.00
			CHIBA BK LTD NY BRANCH CERT OF DEPOSIT							
<a href="#">22533MT43</a>	25,000,000.0000	11/06/2015	\$25,004,000.00	\$25,000,000.00	\$4,000.00	.02	N/A	N/A	.0000	.00
			CREDIT AGRICOLE CRP&IN CERT OF DEPOSIT							
<a href="#">22536TRW5</a>	10,000,000.0000	05/25/2016	\$10,006,200.00	\$10,000,000.00	\$6,200.00	.06	N/A	N/A	.0000	.00
			CREDIT IND ET CM NY CERT OF DEPOSIT							
<a href="#">63375PNV7</a>	10,000,000.0000	12/22/2015	\$10,006,300.00	\$10,002,240.92	\$4,059.08	.04	N/A	N/A	.0000	.00
			NATIONAL BANK OF KUWAI CERT OF DEPOSIT							
<a href="#">63375PQF9</a>	10,000,000.0000	11/13/2015	\$10,001,800.00	\$10,000,704.69	\$1,095.31	.01	N/A	N/A	.0000	.00
			NATIONAL BANK OF KUWAI CERT OF DEPOSIT							
<a href="#">63375PQQ5</a>	15,000,000.0000	01/04/2016	\$15,004,350.00	\$15,000,536.69	\$3,813.31	.03	N/A	N/A	.0000	.00
			NATIONAL BANK OF KUWAI CERT OF DEPOSIT							
<a href="#">63375PRD3</a>	10,000,000.0000	01/15/2016	\$10,000,900.00	\$10,000,990.55	(\$90.55)	.00	N/A	N/A	.0000	.00
			NATIONAL BANK OF KUWAI CERT OF DEPOSIT							
<a href="#">63375PRF8</a>	10,000,000.0000	06/20/2016	\$10,010,100.00	\$10,002,238.25	\$7,861.75	.08	N/A	N/A	.0000	.00
			NATIONAL BANK OF KUWAI CERT OF DEPOSIT							
<a href="#">63375PRH4</a>	20,000,000.0000	12/28/2015	\$20,001,600.00	\$20,001,304.48	\$295.52	.00	N/A	N/A	.0000	.00
			NATIONAL BANK OF KUWAI CERT OF DEPOSIT							
<a href="#">83369TA56</a>	15,000,000.0000	06/13/2016	\$15,000,600.00	\$15,001,119.21	(\$519.21)	.00	N/A	N/A	.0000	.00
			SOCIETE GENERALE NY CERT OF DEPOSIT							
<a href="#">83369TC21</a>	10,000,000.0000	06/20/2016	\$9,999,400.00	\$10,000,746.14	(\$1,346.14)	(.01)	N/A	N/A	.0000	.00
			SOCIETE GENERALE NY CERT OF DEPOSIT							
<a href="#">83369TC54</a>	25,000,000.0000	06/21/2016	\$24,998,250.00	\$25,001,865.35	(\$3,615.35)	(.01)	N/A	N/A	.0000	.00
			SOCIETE GENERALE NY CERT OF DEPOSIT							
<a href="#">83369TYW1</a>	10,000,000.0000	05/20/2016	\$10,003,500.00	\$10,001,481.40	\$2,018.60	.02	N/A	N/A	.0000	.00
			SOCIETE GENERALE NY CERT OF DEPOSIT							
<a href="#">85325B6W9</a>	25,000,000.0000	12/21/2015	\$25,012,750.00	\$25,000,000.00	\$12,750.00	.05	N/A	N/A	.0000	.00
			STANDARD CHRTRD BNK NY CERT OF DEPOSIT							

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**ACCOUNT: All Accounts Selected**

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<u>Asset ID</u>	<u>Units</u>	<u>Maturity Date</u>	<u>Market Value</u>	<u>Fed Tax Cost</u>	<u>Gain/Loss Amount</u>	<u>%</u>	<u>S &amp; P Rating</u>	<u>Moody's Rating</u>	<u>Units in Transition</u>	<u>Encumbrd Units</u>
<a href="#">85325TBB0</a>	10,000,000.0000	10/02/2015	\$10,000,100.00	\$10,000,374.63	(\$274.63)	.00	N/A	N/A	.0000	.00
		STANDARD CHRTD BNK NY CERT OF DEPOSIT								
<a href="#">85325TDR3</a>	15,000,000.0000	06/10/2016	\$15,004,950.00	\$15,002,231.00	\$2,719.00	.02	N/A	N/A	.0000	.00
		STANDARD CHRTD BNK NY CERT OF DEPOSIT								
<a href="#">94988EHE1</a>	10,000,000.0000	01/22/2016	\$10,003,900.00	\$10,000,000.00	\$3,900.00	.04	N/A	N/A	.0000	.00
		WELLS FARGO BANK NA CERT OF DEPOSIT								
<b>SUBTOTAL</b>	<b>390,000,000.0000</b>		<b>\$390,087,800.00</b>	<b>\$390,028,965.10</b>	<b>\$58,834.90</b>	<b>.02</b>			<b>.0000</b>	<b>.00</b>
<b>COMMERCIAL PAPER</b>										
COMMERCIAL PAPER DISCOUNT										
<a href="#">0027A1Y45</a>	10,000,000.0000	11/04/2015	\$9,997,900.00	\$9,991,133.33	\$6,766.67	.07			.0000	.00
		ABBAY NATIONAL NA LLC CPDN DTD 02/09/15 11/04/2015								
<a href="#">00280NA42</a>	15,000,000.0000	01/04/2016	\$14,986,950.00	\$14,981,100.00	\$5,850.00	.04			.0000	.00
		ABBAY NAT'L TREASURY CPDN DTD 07/28/15 01/04/2016								
<a href="#">00280NE30</a>	10,000,000.0000	05/03/2016	\$9,965,400.00	\$9,952,750.00	\$12,650.00	.13			.0000	.00
		ABBAY NAT'L TREASURY CPDN DTD 08/07/15 05/03/2016								
<a href="#">00280PYL3</a>	20,000,000.0000	11/20/2015	\$19,993,400.00	\$19,981,400.00	\$12,000.00	.06			.0000	.00
		ABBAY NAT'L TREASURY CPDN DTD 08/04/15 11/20/2015								
<a href="#">06538BA45</a>	5,000,000.0000	01/04/2016	\$4,995,650.00	\$4,993,680.56	\$1,969.44	.04			.0000	.00
		BANK OF TOKYO-MITSUBIS CPDN DTD 07/07/15 01/04/2016								
<a href="#">06538BD18</a>	10,000,000.0000	04/01/2016	\$9,973,100.00	\$9,962,033.33	\$11,066.67	.11			.0000	.00
		BANK OF TOKYO-MITSUBIS CPDN DTD 07/08/15 04/01/2016								
<a href="#">06538CXF3</a>	15,000,000.0000	10/15/2015	\$14,998,800.00	\$14,984,483.33	\$14,316.67	.10			.0000	.00
		BANK OF TOKYO-MITSUBIS CPDN DTD 03/06/15 10/15/2015								
<a href="#">06538CXL0</a>	10,000,000.0000	10/20/2015	\$9,998,900.00	\$9,990,069.44	\$8,830.56	.09			.0000	.00
		BANK OF TOKYO-MITSUBIS CPDN DTD 04/21/15 10/20/2015								
<a href="#">06538CXN6</a>	15,000,000.0000	10/22/2015	\$14,998,200.00	\$14,984,133.30	\$14,066.70	.09			.0000	.00
		BANK OF TOKYO-MITSUBIS CPDN DTD 06/08/15 10/22/2015								
<a href="#">06538CYW5</a>	5,000,000.0000	11/30/2015	\$4,998,000.00	\$4,995,958.33	\$2,041.67	.04			.0000	.00
		BANK OF TOKYO-MITSUBIS CPDN DTD 06/03/15 11/30/2015								
<a href="#">22533TA48</a>	60,000,000.0000	01/04/2016	\$59,947,800.00	\$59,845,087.53	\$102,712.47	.17			.0000	.00
		CREDIT AGRICOLE CRP&IN CPDN DTD 06/01/15 01/04/2016								

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<u>Asset ID</u>	<u>Units</u>	<u>Maturity Date</u>	<u>Market Value</u>	<u>Fed Tax Cost</u>	<u>Gain/Loss Amount</u>	<u>%</u>	<u>S &amp; P Rating</u>	<u>Moody's Rating</u>	<u>Units in Transition</u>	<u>Encumbrd Units</u>
<a href="#">22533TCB0</a>	6,000,000.0000	03/11/2016 CREDIT AGRICOLE CRP&IN CPDN DTD 06/15/15 03/11/2016	\$5,987,580.00	\$5,973,450.00	\$14,130.00	.24			.0000	.00
<a href="#">22533TD11</a>	10,000,000.0000	04/01/2016 CREDIT AGRICOLE CRP&IN CPDN DTD 07/06/15 04/01/2016	\$9,973,100.00	\$9,955,000.00	\$18,100.00	.18			.0000	.00
<a href="#">22533UX73</a>	25,000,000.0000	10/07/2015 CREDIT AGRICOLE CRP&IN CPDN DTD 04/09/15 10/07/2015	\$24,999,000.00	\$24,972,291.75	\$26,708.25	.11			.0000	.00
<a href="#">22533UXD0</a>	10,000,000.0000	10/13/2015 CREDIT AGRICOLE CRP&IN CPDN DTD 04/13/15 10/13/2015	\$9,999,300.00	\$9,990,394.40	\$8,905.60	.09			.0000	.00
<a href="#">22533UY23</a>	5,000,000.0000	11/02/2015 CREDIT AGRICOLE CRP&IN CPDN DTD 05/01/15 11/02/2015	\$4,999,000.00	\$4,995,350.00	\$3,650.00	.07			.0000	.00
<a href="#">22533UY31</a>	20,000,000.0000	11/03/2015 CREDIT AGRICOLE CRP&IN CPDN DTD 05/06/15 11/03/2015	\$19,996,000.00	\$19,981,916.60	\$14,083.40	.07			.0000	.00
<a href="#">2254EAA45</a>	10,000,000.0000	01/04/2016 CREDIT SUISSE AG CPDN DTD 07/01/15 01/04/2016	\$9,991,300.00	\$9,987,152.78	\$4,147.22	.04			.0000	.00
<a href="#">2254EACX9</a>	10,000,000.0000	03/31/2016 CREDIT SUISSE AG CPDN DTD 07/10/15 03/31/2016	\$9,973,200.00	\$9,956,569.44	\$16,630.56	.17			.0000	.00
<a href="#">2254EAET6</a>	15,000,000.0000	05/27/2016 CREDIT SUISSE AG CPDN DTD 09/02/15 05/27/2016	\$14,942,250.00	\$14,922,949.95	\$19,300.05	.13			.0000	.00
<a href="#">2254EAF73</a>	10,000,000.0000	06/07/2016 CREDIT SUISSE AG CPDN DTD 09/11/15 06/07/2016	\$9,956,300.00	\$9,946,750.00	\$9,550.00	.10			.0000	.00
<a href="#">2254EAF99</a>	15,000,000.0000	06/09/2016 CREDIT SUISSE AG CPDN DTD 09/16/15 06/09/2016	\$14,933,850.00	\$14,919,900.00	\$13,950.00	.09			.0000	.00
<a href="#">2254EBYD7</a>	5,000,000.0000	11/13/2015 CREDIT SUISSE AG CPDN DTD 08/10/15 11/13/2015	\$4,998,700.00	\$4,996,305.56	\$2,394.44	.05			.0000	.00
<a href="#">46640PD18</a>	15,000,000.0000	04/01/2016 J.P. MORGAN SECURITIES CPDN DTD 07/06/15 04/01/2016	\$14,959,650.00	\$14,933,416.67	\$26,233.33	.18			.0000	.00
<a href="#">46640PED1</a>	10,000,000.0000	05/13/2016 J.P. MORGAN SECURITIES CPDN DTD 08/17/15 05/13/2016	\$9,963,800.00	\$9,949,188.89	\$14,611.11	.15			.0000	.00
<a href="#">46640PEP4</a>	10,000,000.0000	05/23/2016 J.P. MORGAN SECURITIES CPDN DTD 08/27/15 05/23/2016	\$9,962,100.00	\$9,949,750.00	\$12,350.00	.12			.0000	.00
<a href="#">46640PF32</a>	10,000,000.0000	06/03/2016	\$9,957,000.00	\$9,950,122.22	\$6,877.78	.07			.0000	.00

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		J.P. MORGAN SECURITIES CPDN DTD 09/08/15 06/03/2016								
<a href="#">46640PFE8</a>	10,000,000.0000	06/14/2016	\$9,955,000.00	\$9,952,000.00	\$3,000.00	.03			.0000	.00
		J.P. MORGAN SECURITIES CPDN DTD 09/18/15 06/14/2016								
<a href="#">5006E0A71</a>	10,000,000.0000	01/07/2016	\$9,991,000.00	\$9,988,761.11	\$2,238.89	.02			.0000	.00
		KOREA DEVELOPMENT BK CPDN DTD 09/10/15 01/07/2016								
<a href="#">89233GA63</a>	15,000,000.0000	01/06/2016	\$14,986,650.00	\$14,985,275.00	\$1,375.00	.01			.0000	.00
		TOYOTA MOTOR CREDIT CO CPDN DTD 05/11/15 01/06/2016								
<a href="#">89233HX66</a>	5,000,000.0000	10/06/2015	\$4,999,850.00	\$4,995,972.22	\$3,877.78	.08			.0000	.00
		TOYOTA MOTOR CREDIT CO CPDN DTD 03/11/15 10/06/2015								
<a href="#">89233HYJ7</a>	10,000,000.0000	11/18/2015	\$9,996,800.00	\$9,992,766.67	\$4,033.33	.04			.0000	.00
		TOYOTA MOTOR CREDIT CO CPDN DTD 04/23/15 11/18/2015								
<a href="#">8923A1ZX2</a>	5,000,000.0000	12/31/2015	\$4,995,850.00	\$4,994,333.33	\$1,516.67	.03			.0000	.00
		TOYOTA CDT DE PR CORP CPDN DTD 09/02/15 12/31/2015								
<b>SUBTOTAL</b>	<b>416,000,000.0000</b>		<b>\$415,371,380.00</b>	<b>\$414,951,445.74</b>	<b>\$419,934.26</b>	<b>.10</b>			<b>.0000</b>	<b>.00</b>
<b>CORPORATE BONDS</b>										
CORPORATE BONDS										
<a href="#">06406HCG2</a>	2,000,000.0000	03/04/2016	\$2,002,180.00	\$2,004,120.00	(\$1,940.00)	(.10)	A+	A1	.0000	.00
		BANK OF NEW YORK MELLON MED TERM NOTE								
<a href="#">064149C47</a>	2,500,000.0000	10/07/2015	\$2,500,275.00	\$2,540,875.00	(\$40,600.00)	(1.60)	A+	AA2	.0000	.00
		BANK OF NOVA SCOTIA DTD 10/07/10 2.050 10/07/2015								
<a href="#">084664CC3</a>	3,000,000.0000	01/13/2017	\$2,999,940.00	\$3,000,000.00	(\$60.00)	.00	AA	AA2	.0000	.00
		BERKSHIRE HATHAWAY FIN DTD 01/15/15 01/13/2017								
<a href="#">36962G4T8</a>	11,262,000.0000	11/09/2015	\$11,282,722.08	\$11,627,170.35	(\$344,448.27)	(2.96)	AA+	A1	.0000	.00
		GENERAL ELEC CAP CORP DTD 11/09/10 2.250 11/09/2015								
<a href="#">36962G5C4</a>	2,000,000.0000	05/09/2016	\$2,028,760.00	\$2,087,880.00	(\$59,120.00)	(2.83)	AA+	A1	.0000	.00
		GENERAL ELEC CAP CORP DTD 05/09/11 2.950 05/09/2016								
<a href="#">459058EJ8</a>	22,000,000.0000	06/15/2018	\$22,007,040.00	\$21,978,260.00	\$28,780.00	.13	AAA	AAA	.0000	.00
		INTL BK RECON & DEVELOP DTD 04/30/15 1.000 06/15/2018								
<a href="#">45905URG1</a>	25,000,000.0000	01/17/2017	\$25,045,750.00	\$25,000,000.00	\$45,750.00	.18	AAA	AAA	.0000	.00
		INTL BK RECON & DEVELOP MED TERM NOTE								
<a href="#">45905URN6</a>	20,000,000.0000	03/16/2018	\$20,042,820.00	\$20,000,000.00	\$42,820.00	.21	AAA	AAA	.0000	.00

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		INTL BK RECON & DEVELOP DTD 03/16/15 1.230 03/16/2018								
<a href="#">45905URW6</a>	40,000,000.0000	04/10/2017	\$40,020,800.00	\$40,019,500.00	\$1,300.00	.00	AAA	N/R	.0000	.00
		INTL BK RECON & DEVELOP DTD 04/10/15 0.670 04/10/2017								
<a href="#">45905URX4</a>	15,000,000.0000	05/15/2017	\$14,995,350.00	\$14,995,350.00	\$ .00	.00			.0000	.00
		INTL BK RECON & DEVELOP DTD 04/17/15 0.650 05/15/2017								
<a href="#">45905URY2</a>	35,000,000.0000	04/21/2018	\$34,818,000.00	\$35,000,000.00	(\$182,000.00)	(.52)	AAA	AAA	.0000	.00
		INTL BK RECON & DEVELOP DTD 04/21/15 0.960 04/21/2018								
<a href="#">45905USB1</a>	75,000,000.0000	05/02/2017	\$74,664,000.00	\$74,852,910.00	(\$188,910.00)	(.25)	AAA	AAA	.0000	.00
		INTL BK RECON & DEVELOP DTD 04/27/15 0.625 05/02/2017								
<a href="#">45905USH8</a>	20,000,000.0000	06/12/2017	\$19,991,800.00	\$19,983,400.00	\$8,400.00	.04	N/A	N/R	.0000	.00
		INTL BK RECON & DEVELOP DTD 05/12/15 0.700 06/12/2017								
<a href="#">45905USJ4</a>	20,000,000.0000	09/12/2017	\$20,012,600.00	\$19,983,800.00	\$28,800.00	.14	N/A	N/R	.0000	.00
		INTL BK RECON & DEVELOP DTD 05/12/15 0.800 09/12/2017								
<a href="#">45905USR6</a>	20,000,000.0000	* 06/13/2017	\$20,000,000.00	\$20,000,000.00	\$ .00	.00			(20,000,000.0000)	.00
		INTL BK RECON & DEVELOP DTD 06/12/15 0.720 06/13/2017								
<a href="#">45905UTH7</a>	10,000,000.0000	09/25/2018	\$10,000,000.00	\$10,000,000.00	\$ .00	.00			.0000	.00
		INTL BK RECON & DEVELOP DTD 09/25/15 1.100 09/25/2018								
<a href="#">45950KBV1</a>	10,000,000.0000	12/21/2017	\$9,933,100.00	\$9,958,700.00	(\$25,600.00)	(.26)	AAA	AAA	.0000	.00
		INTL FINANCE CORP DTD 11/21/12 0.625 12/21/2017								
<a href="#">45950KBX7</a>	25,000,000.0000	06/15/2018	\$24,942,250.00	\$24,877,350.00	\$64,900.00	.26	AAA	AAA	.0000	.00
		INTL FINANCE CORP DTD 04/10/13 0.875 06/15/2018								
<a href="#">45950VFX7</a>	20,000,000.0000	04/28/2017	\$20,034,800.00	\$20,000,000.00	\$34,800.00	.17	N/A	N/R	.0000	.00
		INTL FINANCE CORP MED TERM NOTE								
<a href="#">45950VGB6</a>	20,000,000.0000	04/28/2017	\$20,024,400.00	\$20,000,000.00	\$24,400.00	.12	N/A	N/R	.0000	.00
		INTL FINANCE CORP MED TERM NOTE								
<a href="#">931142DE0</a>	7,070,000.0000	04/11/2016	\$7,077,494.20	\$7,081,524.10	(\$4,029.90)	(.06)	AA	AA2	.0000	.00
		WAL-MART STORES INC DTD 04/11/13 0.600 04/11/2016								
<a href="#">94974BFL9</a>	10,000,000.0000	07/20/2016	\$10,043,000.00	\$10,081,300.00	(\$38,300.00)	(.38)	A+	A2	.0000	.00
		WELLS FARGO & COMPANY DTD 07/29/13 1.250 07/20/2016								
		CORPORATE STRIPPED/ZERO COUPON								
<a href="#">459052RB4</a>	10,000,000.0000	12/28/2015	\$9,997,300.00	\$9,994,888.90	\$2,411.10	.02	N/A	N/A	.0000	.00

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**ACCOUNT: All Accounts Selected**

\* = Trade or Other Activity Pending

<u>Asset ID</u>	<u>Units</u>	<u>Maturity Date</u>	<u>Market Value</u>	<u>Fed Tax Cost</u>	<u>Gain/Loss Amount</u>	<u>%</u>	<u>S &amp; P Rating</u>	<u>Moody's Rating</u>	<u>Units in Transition</u>	<u>Encumbrd Units</u>
IBRD DISCOUNT NOTE ZERO CPN DTD 12/29/14 12/28/2015										
<b>SUBTOTAL</b>	<b>424,832,000.0000</b>		<b>\$424,464,381.28</b>	<b>\$425,067,028.35</b>	<b>(\$602,647.07)</b>	<b>(.14)</b>			<b>(20,000,000.0000)</b>	<b>.00</b>
<b>US GOVERNMENT</b>										
US TREASURY NOTES AND BONDS										
<a href="#">912828B74</a>	5,000,000.0000	02/15/2017	\$5,009,300.00	\$4,997,656.25	\$11,643.75	.23	N/A	AAA	.0000	.00
US TREASURY NOTE DTD 02/18/14 0.625 02/15/2017										
<a href="#">912828VC1</a>	30,000,000.0000	05/15/2016	\$30,001,800.00	\$29,953,315.63	\$48,484.37	.16	N/A	AAA	.0000	.00
US TREASURY NOTE DTD 05/15/13 0.250 05/15/2016										
<b>SUBTOTAL</b>	<b>35,000,000.0000</b>		<b>\$35,011,100.00</b>	<b>\$34,950,971.88</b>	<b>\$60,128.12</b>	<b>.17</b>			<b>.0000</b>	<b>.00</b>
<b>FEDERAL AGENCY</b>										
GOVERNMENT AGENCIES										
<a href="#">3130A3J70</a>	7,000,000.0000	11/23/2016	\$7,010,360.00	\$7,004,872.00	\$5,488.00	.08	AA+	AAA	.0000	.00
FED HOME LN BK DTD 11/17/14 0.625 11/23/2016										
<a href="#">3130A3M35</a>	10,000,000.0000	10/14/2016	\$10,006,300.00	\$9,971,420.00	\$34,880.00	.35	AA+	AAA	.0000	.00
FED HOME LN BK DTD 11/28/14 0.520 10/14/2016										
<a href="#">3130A3NF7</a>	15,000,000.0000	11/15/2016	\$15,015,600.00	\$14,992,800.00	\$22,800.00	.15	AA+	N/A	.0000	.00
FED HOME LN BK DTD 12/15/14 0.550 11/15/2016										
<a href="#">3130A3SU9</a>	15,000,000.0000	10/14/2016	\$15,009,600.00	\$14,978,400.00	\$31,200.00	.21	AA+	AAA	.0000	.00
FED HOME LN BK DTD 12/19/14 0.500 10/14/2016										
<a href="#">3130A3UC6</a>	15,000,000.0000	05/15/2017	\$15,103,050.00	\$14,975,400.00	\$127,650.00	.85	AA+	AAA	.0000	.00
FED HOME LN BK DTD 12/30/14 0.900 05/15/2017										
<a href="#">3130A3UR3</a>	5,000,000.0000	01/06/2017	\$5,008,700.00	\$5,014,700.00	(\$6,000.00)	(.12)	AA+	AAA	.0000	.00
FED HOME LN BK DTD 01/06/15 0.750 01/06/2017										
<a href="#">3130A3Y32</a>	10,000,000.0000	02/22/2016	\$10,005,400.00	\$10,000,000.00	\$5,400.00	.05	AA+	AAA	.0000	.00
FED HOME LN BK DTD 01/22/15 0.270 02/22/2016										
<a href="#">3130A4QQ8</a>	10,000,000.0000	03/24/2017	\$10,026,800.00	\$10,011,700.00	\$15,100.00	.15	AA+	AAA	.0000	.00
FED HOME LN BK SER 0000										
<a href="#">3130A4WQ1</a>	15,575,000.0000	04/13/2017	\$15,573,754.00	\$15,573,442.50	\$311.50	.00	AA+	AAA	.0000	.00
FED HOME LN BK DTD 04/13/15 0.700 04/13/2017										
<a href="#">3130A4X64</a>	8,275,000.0000	04/08/2016	\$8,276,903.25	\$8,270,862.50	\$6,040.75	.07	N/A	AAA	.0000	.00
FED HOME LN BK DTD 04/09/15 0.250 04/08/2016										
<a href="#">3130A5EP0</a>	5,000,000.0000	05/30/2017	\$5,000,500.00	\$4,995,150.00	\$5,350.00	.11	AA+	AAA	.0000	.00

**WELLS FARGO**  
**Market/Cost Value Comparison Report**  
**By Account By Industry Class**  
**COUNTY OF VENTURA**

**121**

**General Reporting**  
 From Month End 09/30/2015  
 10/05/2015 06:51:50 PM EDT

**ACCOUNT: All Accounts Selected**

\* = Trade or Other Activity Pending

<u>Asset ID</u>	<u>Units</u>	<u>Maturity Date</u>	<u>Market Value</u>	<u>Fed Tax Cost</u>	<u>Gain/Loss Amount</u>	<u>%</u>	<u>S &amp; P Rating</u>	<u>Moody's Rating</u>	<u>Units in Transition</u>	<u>Encumbrd Units</u>
		FED HOME LN BK DTD 05/15/15 0.625 05/30/2017								
<a href="#">3130A5YT0</a>	2,000,000.0000	05/12/2017	\$1,999,100.00	\$2,000,000.00	(\$900.00)	(.04)	AA+	AAA	.0000	.00
		FED HOME LN BK DTD 08/12/15 0.750 05/12/2017								
<a href="#">31315PQ93</a>	25,000,000.0000	02/10/2016	\$25,007,750.00	\$25,000,000.00	\$7,750.00	.03	N/A	N/A	.0000	.00
		FED AGRIC MED TERM NOTE								
<a href="#">31315PQM4</a>	2,000,000.0000	03/06/2018	\$2,003,980.00	\$1,998,800.00	\$5,180.00	.26	N/A	N/A	.0000	.00
		FED AGRIC MED TERM NOTE								
<a href="#">31315PT25</a>	15,000,000.0000	03/15/2016	\$15,009,150.00	\$14,997,360.00	\$11,790.00	.08	N/A	N/A	.0000	.00
		FED AGRIC MED TERM NOTE								
<a href="#">3132X0CD1</a>	10,000,000.0000	09/28/2017	\$10,001,000.00	\$10,000,000.00	\$1,000.00	.01	N/A	N/A	.0000	.00
		FED AGRIC MED TERM NOTE								
<a href="#">313380EC7</a>	5,000,000.0000	09/08/2017	\$5,001,150.00	\$4,996,500.00	\$4,650.00	.09	AA+	AAA	.0000	.00
		FED HOME LN BK DTD 08/06/12 0.750 09/08/2017								
<a href="#">3133EC6S8</a>	5,000,000.0000	12/12/2016	\$5,000,300.00	\$4,999,000.00	\$1,300.00	.03	AA+	AAA	.0000	.00
		FED FARM CREDIT BK DTD 12/12/12 0.600 12/12/2016								
<a href="#">3133ECP40</a>	5,000,000.0000	05/09/2017	\$4,997,000.00	\$4,998,000.00	(\$1,000.00)	(.02)	AA+	AAA	.0000	.00
		FED FARM CREDIT BK DTD 05/09/13 0.640 05/09/2017								
<a href="#">3133EDBK7</a>	9,101,000.0000	12/09/2016	\$9,101,546.06	\$9,090,078.80	\$11,467.26	.13	AA+	AAA	.0000	.00
		FED FARM CREDIT BK DTD 12/09/13 0.680 12/09/2016								
<a href="#">3133EE6K1</a>	10,000,000.0000	11/13/2017	\$10,009,800.00	\$9,990,000.00	\$19,800.00	.20	AA+	AAA	.0000	.00
		FED FARM CREDIT BK DTD 08/13/15 0.930 11/13/2017								
<a href="#">3133EEB66</a>	10,000,000.0000	04/24/2017	\$9,994,600.00	\$9,995,000.00	(\$400.00)	.00	AA+	AAA	.0000	.00
		FED FARM CREDIT BK DTD 04/24/15 0.680 04/24/2017								
<a href="#">3133EEBU3</a>	25,000,000.0000	11/14/2016	\$25,038,000.00	\$24,983,460.00	\$54,540.00	.22	AA+	AAA	.0000	.00
		FED FARM CREDIT BK DTD 11/14/14 0.600 11/14/2016								
<a href="#">3133EEBY5</a>	7,000,000.0000	02/17/2017	\$7,000,490.00	\$6,998,250.00	\$2,240.00	.03	AA+	AAA	.0000	.00
		FED FARM CREDIT BK DTD 11/17/14 0.740 02/17/2017								
<a href="#">3133EEDQ0</a>	30,000,000.0000	12/01/2016	\$30,059,700.00	\$29,994,000.00	\$65,700.00	.22	AA+	AAA	.0000	.00
		FED FARM CREDIT BK DTD 12/01/14 0.580 12/01/2016								
<a href="#">3133EEX62</a>	20,000,000.0000	06/16/2017	\$20,037,600.00	\$20,000,000.00	\$37,600.00	.19	AA+	AAA	.0000	.00
		FED FARM CREDIT BK DTD 06/16/15 0.800 06/16/2017								

**WELLS FARGO**  
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**COUNTY OF VENTURA**

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**General Reporting**  
 From Month End 09/30/2015  
 10/05/2015 06:51:50 PM EDT

**ACCOUNT: All Accounts Selected**

\* = Trade or Other Activity Pending

<u>Asset ID</u>	<u>Units</u>	<u>Maturity Date</u>	<u>Market Value</u>	<u>Fed Tax Cost</u>	<u>Gain/Loss Amount</u>	<u>%</u>	<u>S &amp; P Rating</u>	<u>Moody's Rating</u>	<u>Units in Transition</u>	<u>Encumbrd Units</u>
<a href="#">3133EEZB9</a>	10,000,000.0000	09/16/2016 FED FARM CREDIT BK DTD 04/16/15 0.450 09/16/2016	\$9,999,000.00	\$9,997,000.00	\$2,000.00	.02	AA+	AAA	.0000	.00
<a href="#">3134G5P58</a>	7,000,000.0000	02/13/2017 FED HOME LN MTG CORP MED TERM NOTE	\$7,005,320.00	\$7,000,000.00	\$5,320.00	.08	AA+	AAA	.0000	.00
<a href="#">3134G5PF6</a>	15,000,000.0000	02/15/2017 FED HOME LN MTG CORP DTD 11/14/14 0.650 02/15/2017	\$15,013,800.00	\$14,983,350.00	\$30,450.00	.20	AA+	AAA	.0000	.00
<a href="#">3134G5RH0</a>	10,000,000.0000	02/15/2017 FED HOME LN MTG CORP DTD 12/17/14 0.690 02/15/2017	\$10,017,100.00	\$9,997,900.00	\$19,200.00	.19	AA+	N/A	.0000	.00
<a href="#">3134G5SC0</a>	15,000,000.0000	07/15/2016 FED HOME LN MTG CORP DTD 12/02/14 0.375 07/15/2016	\$14,991,150.00	\$14,989,050.00	\$2,100.00	.01	AA+	AAA	.0000	.00
<a href="#">3134G5SH9</a>	20,000,000.0000	11/15/2016 FED HOME LN MTG CORP MED TERM NOTE	\$20,011,400.00	\$20,000,000.00	\$11,400.00	.06	AA+	N/A	.0000	.00
<a href="#">3134G6PJ6</a>	10,396,000.0000	12/29/2016 FED HOME LN MTG CORP DTD 03/24/15 0.580 12/29/2016	\$10,402,965.32	\$10,396,000.00	\$6,965.32	.07	AA+	AAA	.0000	.00
<a href="#">3134G6PL1</a>	8,500,000.0000	04/21/2017 FED HOME LN MTG CORP MED TERM NOTE	\$8,497,875.00	\$8,498,300.00	(\$425.00)	(.01)	AA+	AAA	.0000	.00
<a href="#">3134G6TL7</a>	20,000,000.0000	04/28/2017 FED HOME LN MTG CORP SER 0000	\$19,989,200.00	\$20,000,000.00	(\$10,800.00)	(.05)	AA+	AAA	.0000	.00
<a href="#">3134G7E64</a>	5,000,000.0000	06/29/2018 FED HOME LN MTG CORP MED TERM NOTE	\$5,003,600.00	\$5,000,000.00	\$3,600.00	.07	AA+	AAA	.0000	.00
<a href="#">3134G7JL6</a>	5,000,000.0000	07/28/2017 FED HOME LN MTG CORP MED TERM NOTE SER 0002	\$4,996,550.00	\$5,000,000.00	(\$3,450.00)	(.07)	AA+	AAA	.0000	.00
<a href="#">3134G7MA6</a>	4,000,000.0000	11/13/2017 FED HOME LN MTG CORP MED TERM NOTE SER 0000	\$4,002,280.00	\$4,000,000.00	\$2,280.00	.06	AA+	AAA	.0000	.00
<a href="#">31359MW41</a>	1,260,000.0000	09/15/2016 FED NATL MTG ASSN DTD 08/17/06 5.250 09/15/2016	\$1,317,267.00	\$1,420,020.00	(\$102,753.00)	(7.24)	AA+	AAA	.0000	.00
<a href="#">3135G0XP3</a>	10,000,000.0000	07/05/2016 FED NATL MTG ASSN DTD 05/17/13 0.375 07/05/2016	\$10,000,200.00	\$9,994,170.00	\$6,030.00	.06	AA+	AAA	.0000	.00
<a href="#">3135G0ZB2</a>	5,000,000.0000	04/20/2017 FED NATL MTG ASSN DTD 03/10/14 0.750 04/20/2017	\$5,006,500.00	\$4,973,450.00	\$33,050.00	.66	AA+	AAA	.0000	.00
<b>SUBTOTAL</b>	<b>442,107,000.0000</b>		<b>\$442,552,340.63</b>	<b>\$442,078,435.80</b>	<b>\$473,904.83</b>	<b>.11</b>			<b>.0000</b>	<b>.00</b>

**WELLS FARGO**  
**Market/Cost Value Comparison Report**  
**By Account By Industry Class**  
**COUNTY OF VENTURA**

**123**

**General Reporting**  
 From Month End 09/30/2015  
 10/05/2015 06:51:50 PM EDT

**ACCOUNT: All Accounts Selected**

\* = Trade or Other Activity Pending

<u>Asset ID</u>	<u>Units</u>	<u>Maturity Date</u>	<u>Market Value</u>	<u>Fed Tax Cost</u>	<u>Gain/Loss Amount</u>	<u>%</u>	<u>S &amp; P Rating</u>	<u>Moody's Rating</u>	<u>Units in Transition</u>	<u>Encumbrd Units</u>
<b>MUNICIPAL BONDS</b>										
MUNICIPAL TAXABLE										
<a href="#">13063BHZ8</a>	5,200,000.0000	11/01/2015	\$5,215,704.00	\$5,548,608.00	(\$332,904.00)	(6.00)	AA-	AA3	.0000	.00
		CALIFORNIA ST TAXABLE								
<a href="#">13063BN73</a>	2,735,000.0000	02/01/2016	\$2,739,977.70	\$2,761,848.15	(\$21,870.45)	(.79)	AA-	AA3	.0000	.00
		CALIFORNIA ST TXBL-VARIOUS PURPOSE								
<a href="#">13063BNR9</a>	6,000,000.0000	10/01/2015	\$6,000,360.00	\$6,243,970.00	(\$243,610.00)	(3.90)	AA-	AA3	.0000	.00
		CALIFORNIA ST TXBL-VARIOUS PURPOSE								
<a href="#">13063CFD7</a>	950,000.0000	11/01/2016	\$957,733.00	\$958,445.50	(\$712.50)	(.07)	AA-	AA3	.0000	.00
		CALIFORNIA ST TXBL-VARIOUS PURPOSE								
<a href="#">13063CPM6</a>	10,000,000.0000	11/01/2016	\$10,036,000.00	\$10,021,000.00	\$15,000.00	.15	AA-	AA3	.0000	.00
		CALIFORNIA ST TXBL								
<a href="#">13063CPN4</a>	5,000,000.0000	11/01/2017	\$5,046,700.00	\$5,002,500.00	\$44,200.00	.88	AA-	AA3	.0000	.00
		CALIFORNIA ST TXBL								
<a href="#">13066KW21</a>	600,000.0000	12/01/2016	\$601,728.00	\$603,624.00	(\$1,896.00)	(.31)	AAA	AA1	.0000	.00
		CALIFORNIA ST DEPT OF WTR RESO TXBL-WTR SYS-SER AO								
<a href="#">399262HQ0</a>	1,120,000.0000	08/01/2016	\$1,135,680.00	\$1,157,060.80	(\$21,380.80)	(1.85)	A+	AA3	.0000	.00
		GROSSMONT CA UNION HIGH SCH DI TXBL-REF-ELECTION OF 2004-SER								
<a href="#">54473ERN6</a>	3,920,000.0000	12/01/2016	\$3,921,254.40	\$3,920,000.00	\$1,254.40	.03	AA	A1	.0000	.00
		LOS ANGELES CNTY CA PUBLIC WKS TXBL-REF-SER C								
<a href="#">54473ERP1</a>	1,330,000.0000	12/01/2017	\$1,334,522.00	\$1,330,000.00	\$4,522.00	.34	AA	A1	.0000	.00
		LOS ANGELES CNTY CA PUBLIC WKS TXBL-REF-SER C								
<a href="#">630266AF1</a>	145,000.0000	09/01/2016	\$145,192.85	\$145,000.00	\$192.85	.13	A+	N/R	.0000	.00
		NAPA CA CMNTY REDEV AGY SUCCES REF-TXBL								
<a href="#">68428LDK7</a>	2,325,000.0000	06/30/2016	\$2,329,882.50	\$2,334,625.50	(\$4,743.00)	(.20)	AA-	N/R	.0000	.00
		ORANGE CNTY CA PENSN OBLG REF-PNSN-TXBL-SER A								
<a href="#">769036AV6</a>	1,500,000.0000	06/01/2016	\$1,498,590.00	\$1,499,000.00	(\$410.00)	(.03)	SP-1+	N/R	.0000	.00
		RIVERSIDE CA PENSN OBLG BANS-TXBL-SER A								
<a href="#">76911ADK8</a>	425,000.0000	11/01/2015	\$424,957.50	\$425,000.00	(\$42.50)	(.01)	AA-	N/R	.0000	.00
		RIVERSIDE CNTY CA ASSET LEASIN TXBL-REF-COURT FACS PROJ-SER B								
<a href="#">76911ADL6</a>	350,000.0000	11/01/2016	\$349,895.00	\$350,000.00	(\$105.00)	(.03)	AA-	N/R	.0000	.00

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**124**

**General Reporting**  
 From Month End 09/30/2015  
 10/05/2015 06:51:50 PM EDT

**ACCOUNT: All Accounts Selected**

\* = Trade or Other Activity Pending

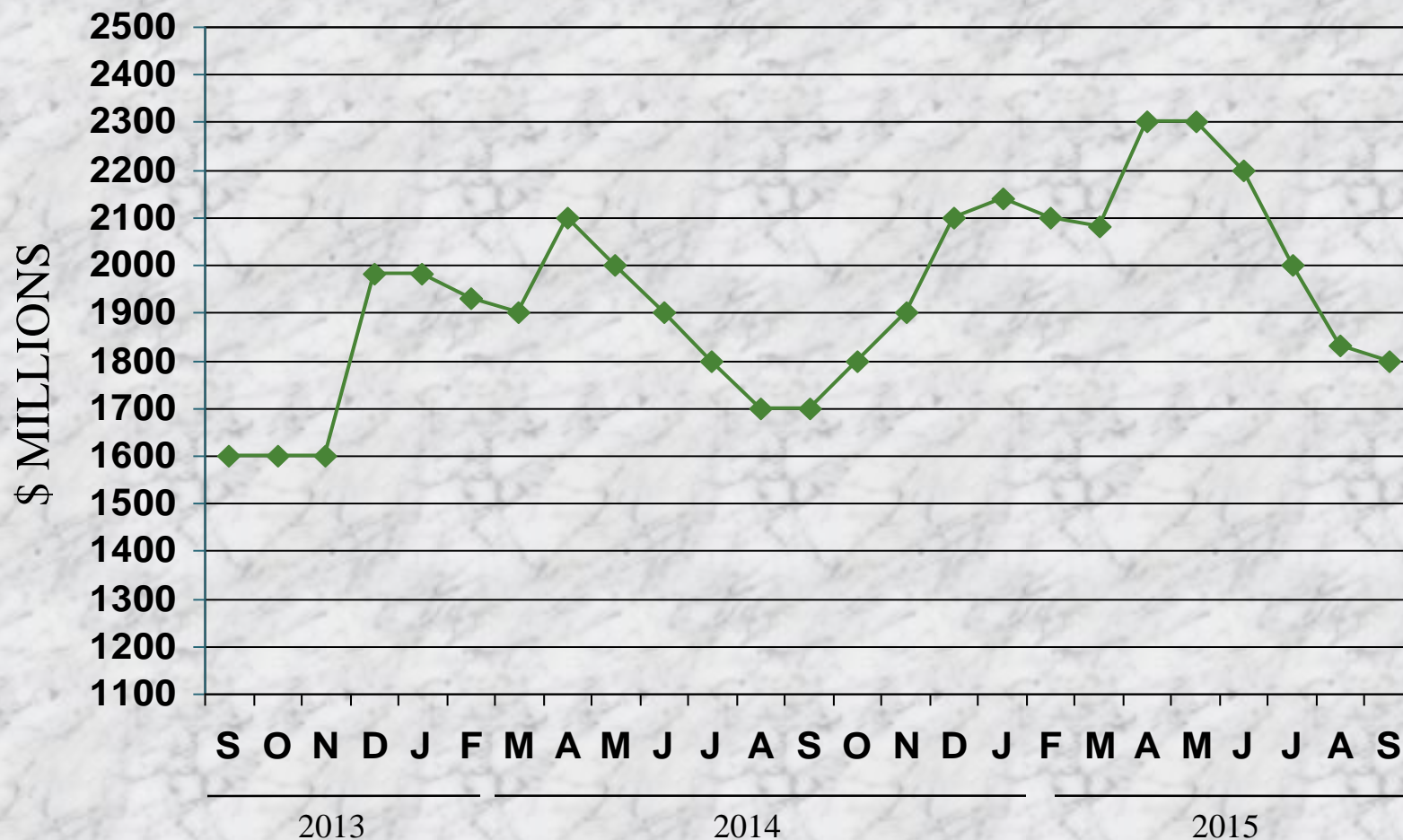
<u>Asset ID</u>	<u>Units</u>	<u>Maturity Date</u>	<u>Market Value</u>	<u>Fed Tax Cost</u>	<u>Gain/Loss Amount</u>	<u>%</u>	<u>S &amp; P Rating</u>	<u>Moody's Rating</u>	<u>Units in Transition</u>	<u>Encumbrd Units</u>
RIVERSIDE CNTY CA ASSET LEASIN TXBL-REF-COURT FACS PROJ-SER B										
<a href="#">799014AM7</a>	540,000.0000	08/01/2016	\$541,474.20	\$540,000.00	\$1,474.20	.27	A	N/R	.0000	.00
SAN MATEO CA REDEV AGY SUCCESS TXBL-REF-SER B										
<a href="#">799014AN5</a>	1,040,000.0000	08/01/2017	\$1,047,020.00	\$1,040,000.00	\$7,020.00	.68	A	N/R	.0000	.00
SAN MATEO CA REDEV AGY SUCCESS TXBL-REF-SER B										
<a href="#">799014AP0</a>	800,000.0000	08/01/2018	\$807,088.00	\$800,000.00	\$7,088.00	.89	A	N/R	.0000	.00
SAN MATEO CA REDEV AGY SUCCESS TXBL-REF-SER B										
<a href="#">80168NGX1</a>	3,340,000.0000	04/01/2018	\$3,370,160.20	\$3,350,120.20	\$20,040.00	.60	AA+	AA2	.0000	.00
SANTA CLARA VLY CA TRANSPRTN A REF-TXBL-MEASURE A-SER B										
<a href="#">839419AA6</a>	70,000.0000	06/01/2016	\$70,002.10	\$70,000.00	\$2.10	.00	A+	N/R	.0000	.00
S PLACER CA FIRE PROT DIST COP TXBL										
<a href="#">91412GUT0</a>	1,750,000.0000	05/15/2016	\$1,752,502.50	\$1,750,000.00	\$2,502.50	.14	AA	AA2	.0000	.00
UNIV OF CALIFORNIA CA REVENUES TXBL-SER AN										
<b>SUBTOTAL</b>	<b>49,140,000.0000</b>		<b>\$49,326,423.95</b>	<b>\$49,850,802.15</b>	<b>(\$524,378.20)</b>	<b>(1.05)</b>			<b>.0000</b>	<b>.00</b>
<b>OTHER ASSETS</b>										
OTHER ASSETS										
<a href="#">MS6232818</a>	35,000,000.0000		\$35,000,000.00	\$35,000,000.00	\$0.00	.00			.0000	.00
CA LAIF STATE OF CALIFORNIA INVESTMENT FD										
<a href="#">MS6615459</a>	15,000,000.0000		\$15,000,000.00	\$15,000,000.00	\$0.00	.00			.0000	.00
CALTRUST SHORT TERM ACCT										
<b>SUBTOTAL</b>	<b>50,000,000.0000</b>		<b>\$50,000,000.00</b>	<b>\$50,000,000.00</b>	<b>\$0.00</b>	<b>.00</b>			<b>.0000</b>	<b>.00</b>
<b>ACCOUNT 11435100 TOTAL</b>	<b>1,822,079,000.0000</b>		<b>\$1,821,787,525.86</b>	<b>\$1,821,883,015.69</b>	<b>(\$95,489.83)</b>	<b>(.01)</b>			<b>(20,000,000.0000)</b>	<b>.00</b>
<b>GRAND TOTAL</b>	<b>1,822,079,000.0000</b>		<b>\$1,821,787,525.86</b>	<b>\$1,821,883,015.69</b>	<b>(\$95,489.83)</b>	<b>(.01)</b>			<b>(20,000,000.0000)</b>	<b>.00</b>

**END OF REPORT**

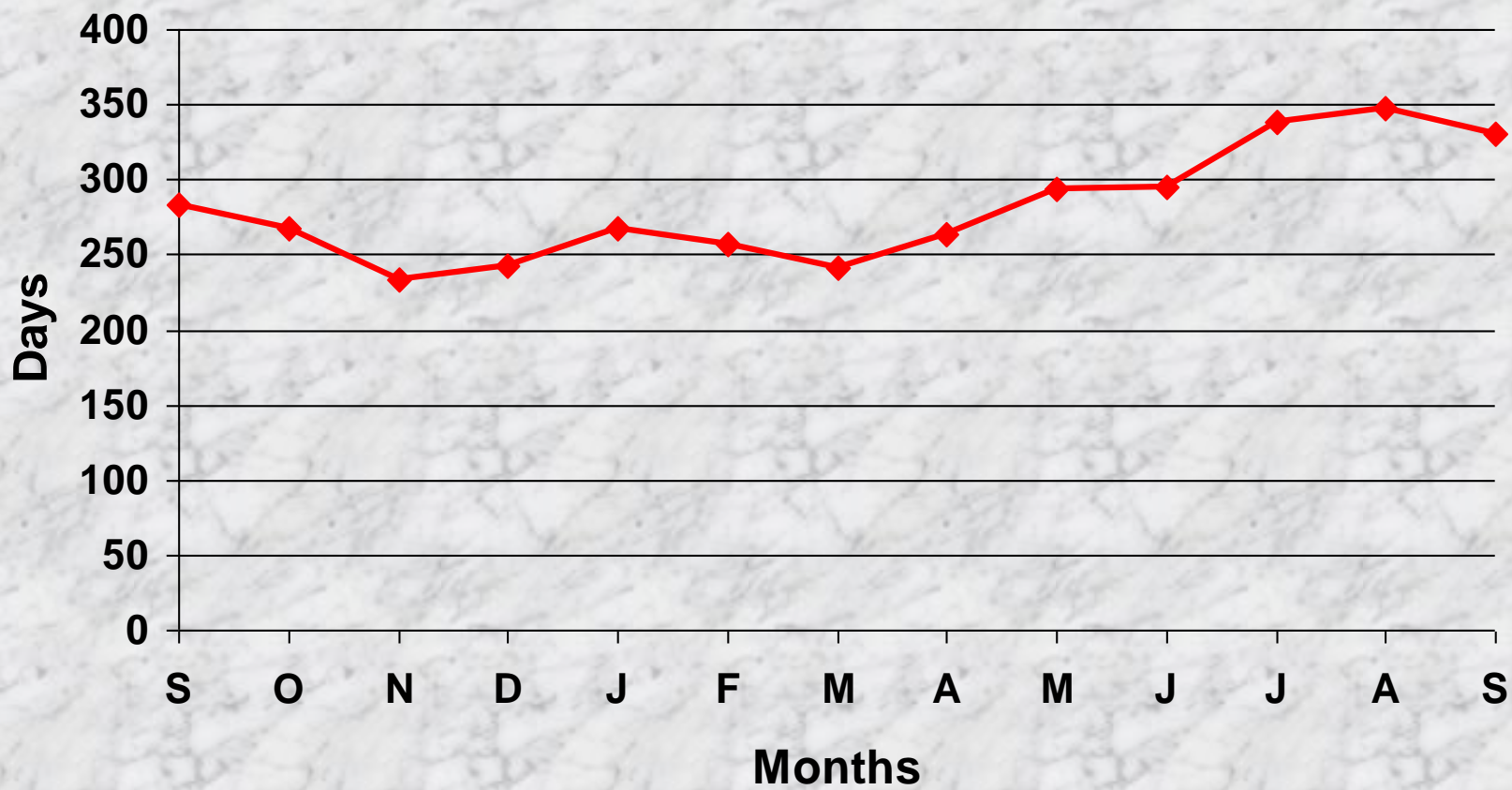
## SEPTEMBER 2015 TRANSACTIONS

Transaction Date	Purchase/ Sale	Par Amount	Security Type	Security Name	Maturity Date	Yield
09/01/15	Purchase	10.00	CP	CREDIT SUISSE NEW YORK	01/04/16	0.37
09/02/15	Purchase	3.920	MUNI	LOS ANGELES CNTY CA PUBLIC WKS	12/01/16	0.845
09/02/15	Purchase	1.330	MUNI	LOS ANGELES CNTY CA PUBLIC WKS	12/01/17	1.507
09/02/15	Purchase	5.00	CP	TOYOTA CREDIT DE PUERTO RICO	12/31/15	0.34
09/02/15	Purchase	15.00	CP	CREDIT SUISSE NEW YORK	05/27/16	0.69
09/03/15	Purchase	10.00	YCD	CREDIT INDUST ET COMM NY	05/25/16	0.63
09/04/15	Purchase	10.00	SUPRANATIONAL	IBRD DISCOUNT NOTE	12/28/15	0.162305
09/04/15	Purchase	5.00	GA	FARMER MAC DISCOUNT NOTE	12/30/15	0.18
09/09/15	Purchase	2.00	SUPRANATIONAL	INTL BK RECON & DEVELOP	06/15/18	1.030022
09/09/15	Purchase	10.00	CP	JP MORGAN SEC LLC	06/03/16	0.67
09/09/15	Purchase	10.00	YCD	BANCO ESTADO CHILE/ NY	06/01/16	0.58
09/10/15	Purchase	10.00	CP	KOREA DEV BK NY	01/07/16	0.34
09/11/15	Purchase	10.00	CP	CREDIT SUISSE NEW YORK	06/07/16	0.71
09/14/15	Purchase	15.00	CP	TOYOTA MOTOR CREDIT CORP	01/06/16	0.30
09/15/15	Purchase	15.00	YCD	STANDARD CHARTERED BK NY	06/10/16	0.64
09/16/15	Purchase	15.00	CP	CREDIT SUISSE NEW YORK	06/09/16	0.72
09/17/16	Purchase	15.00	YCD	SOCIETE GENERALE NY	06/13/16	0.69
09/18/15	Purchase	10.00	CP	JP MORGAN SEC LLC	06/14/16	0.64
09/18/15	Purchase	10.00	YCD	NATL BANK OF KUWAIT NY	01/15/16	0.34
09/22/15	Purchase	5.00	GA	FHLB	09/08/17	0.786013
09/23/15	Purchase	20.00	YCD	BANCO ESTADO CHILE/ NY	12/28/15	0.28
09/23/15	Purchase	15.00	YCD	CHIBA BANK NEW YORK	12/28/15	0.40
09/24/15	Purchase	10.00	YCD	NATL BANK OF KUWAIT NY	06/20/16	0.70
09/24/15	Purchase	10.00	YCD	SOCIETE GENERALE NY	06/20/16	0.69
9/25/2015	Purchase	10.00	SUPRANATIONAL	INTL BK RECON & DEVELOP	09/25/18	1.10
9/25/2015	Purchase	25.00	YCD	SOCIETE GENERALE NY	06/21/16	0.69
9/25/2015	Purchase	20.00	YCD	NATL BANK OF KUWAIT NY	12/28/15	0.315
9/28/2015	Purchase	10.00	GA	FAMCA	09/28/17	0.75
9/29/2015	Purchase	5.00	GA	FHLMC	06/29/18	1.1

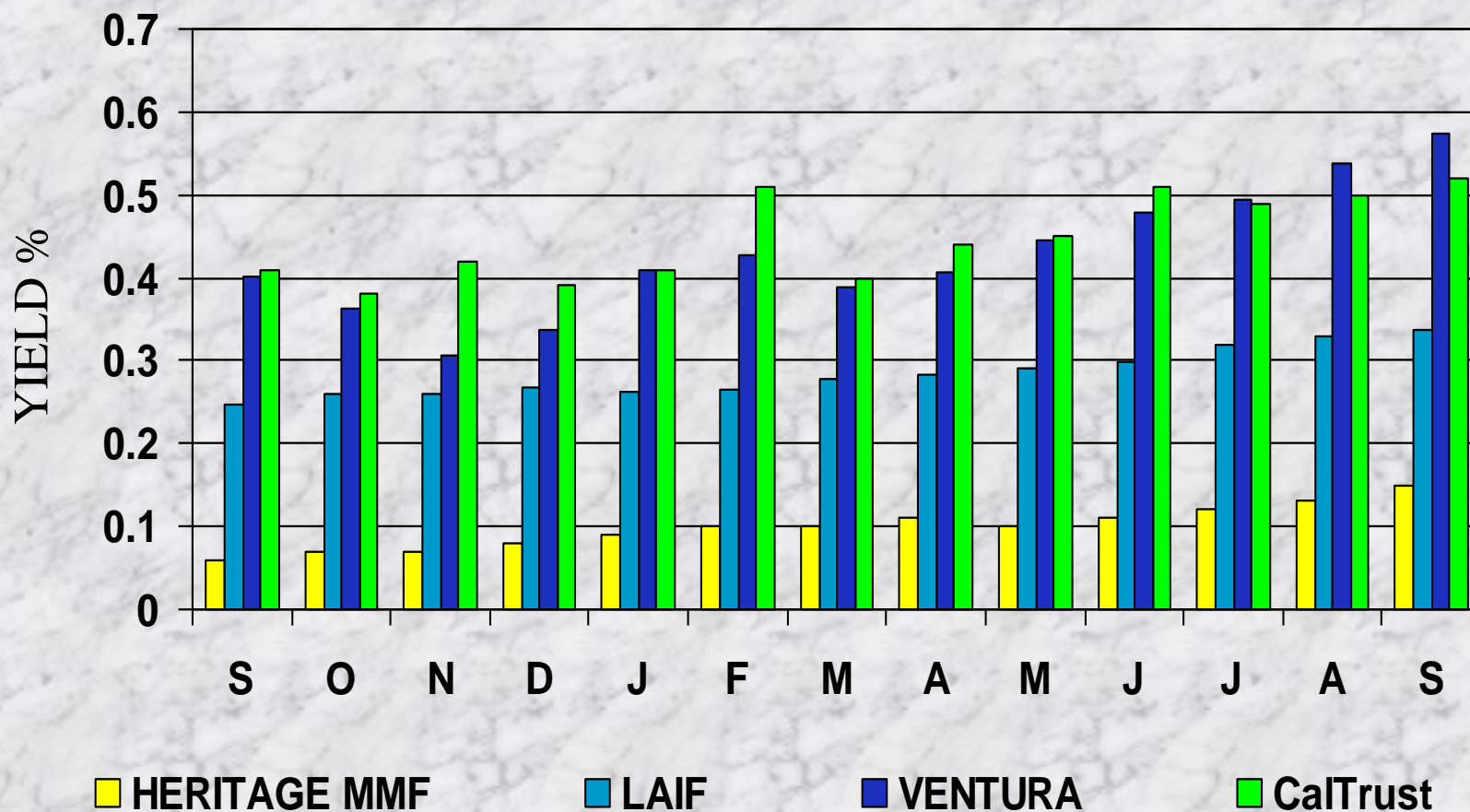
# PORTFOLIO AVERAGE MONTHLY BALANCE



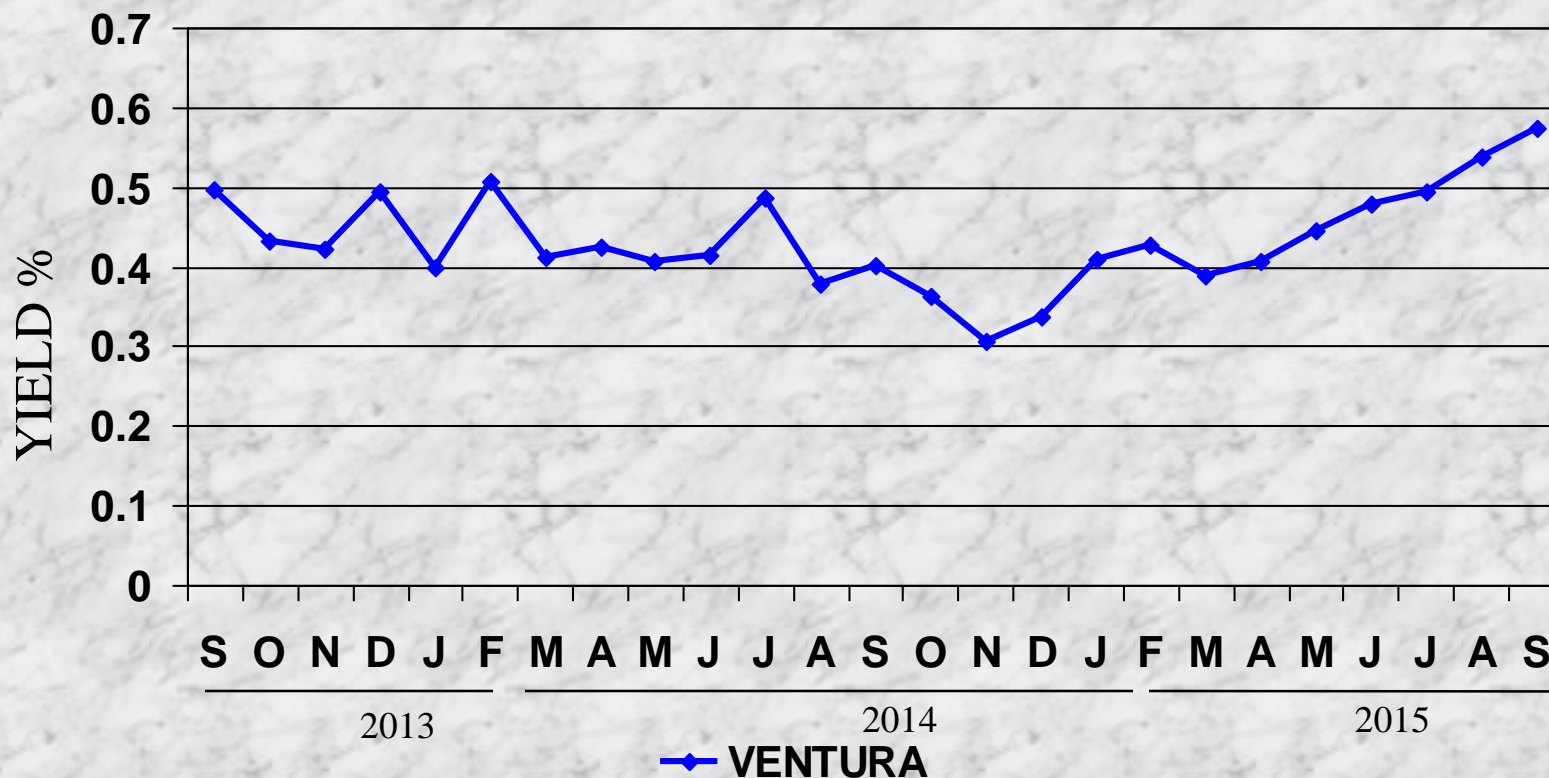
# AVERAGE MATURITY



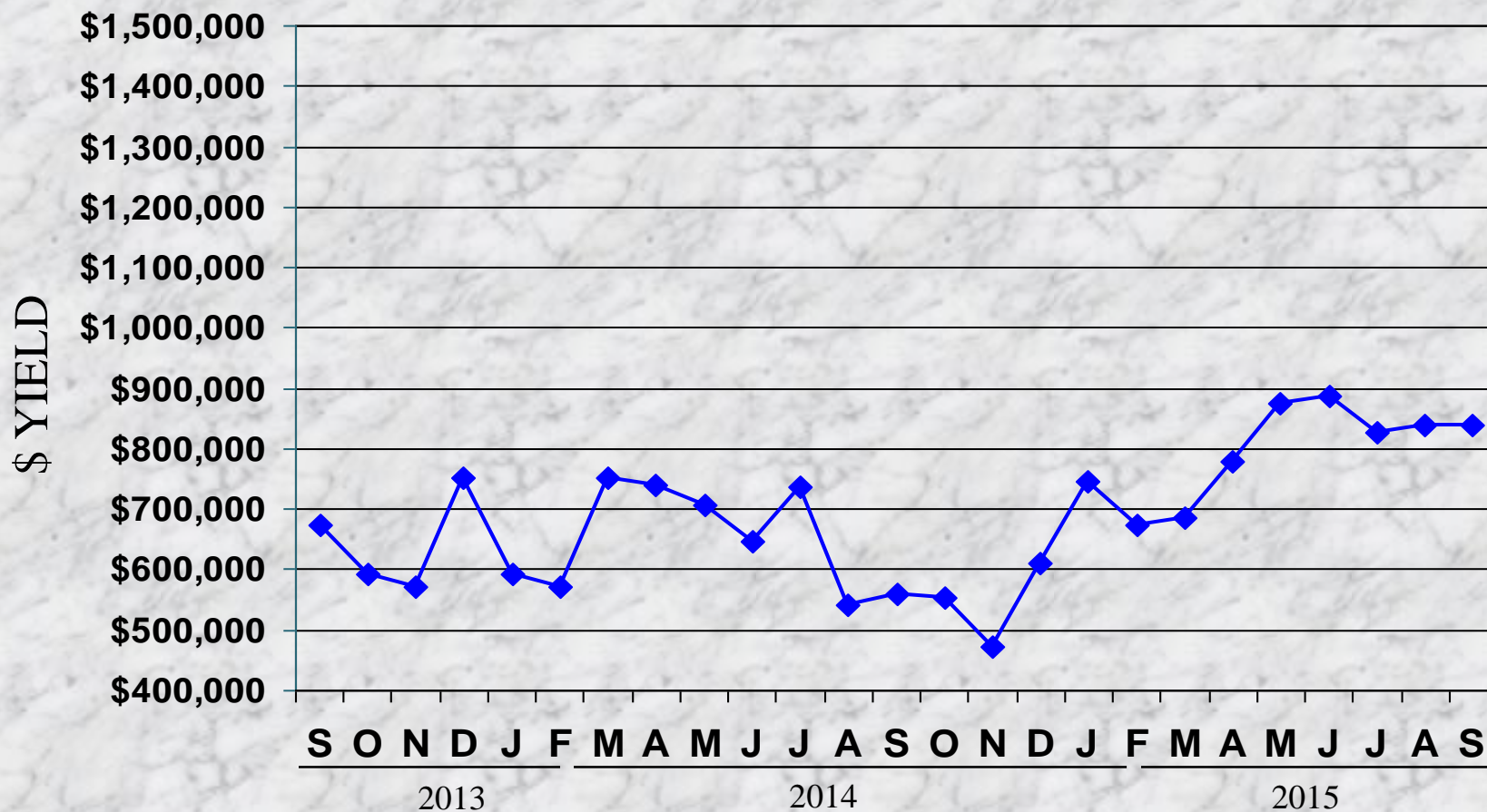
# ++++YIELD COMPARISON



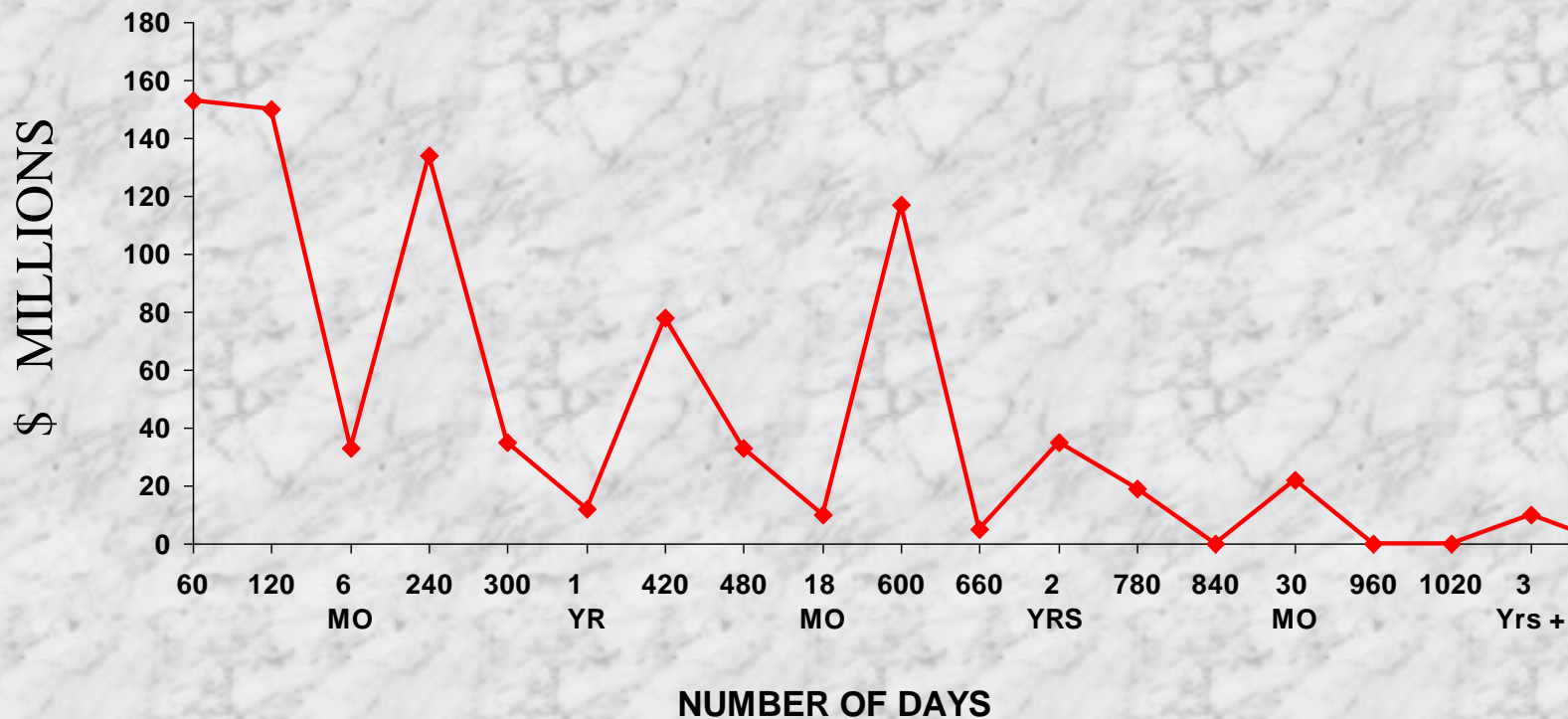
# ROLLING 2-YEAR % YIELD



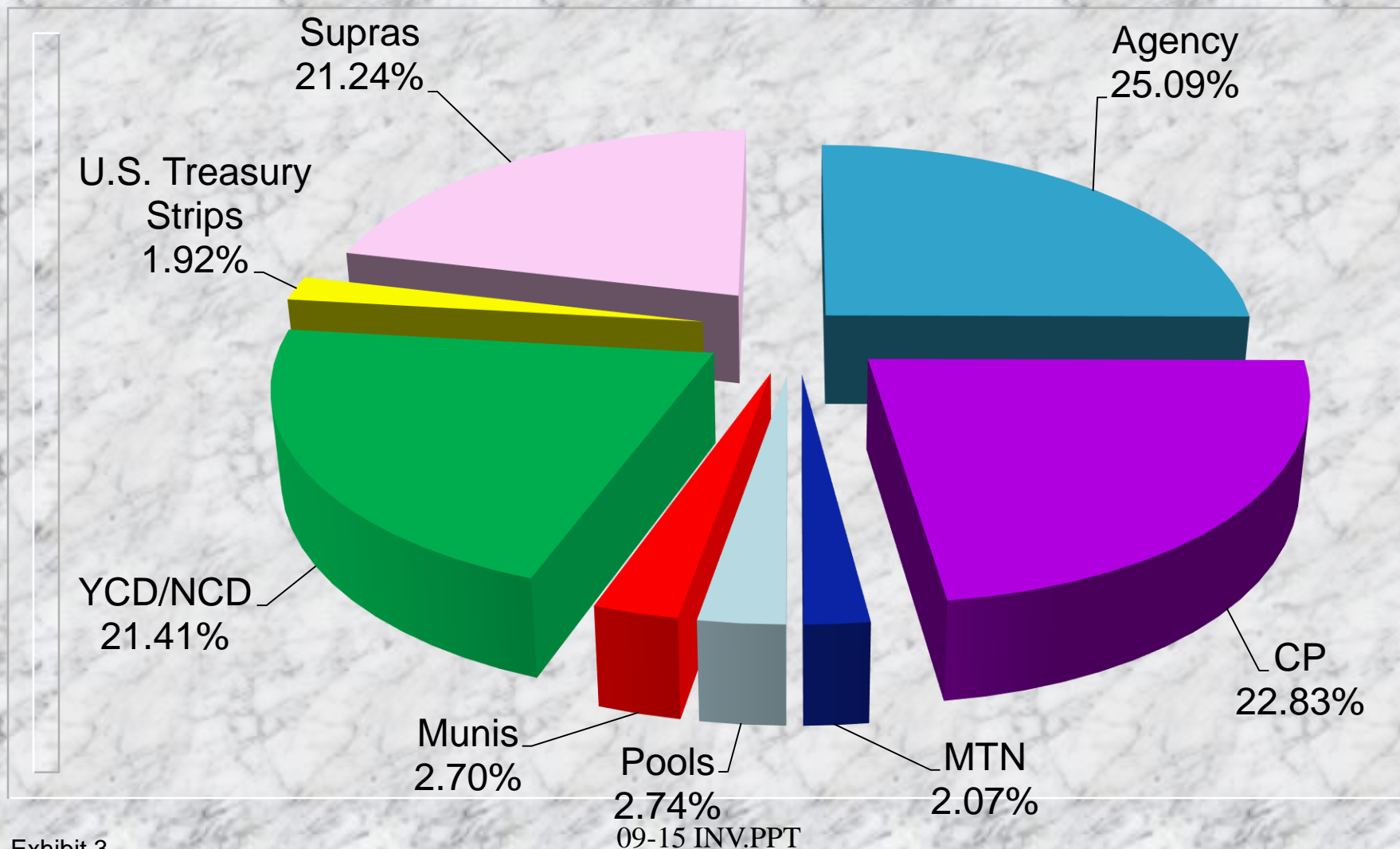
# ROLLING 2-YEAR \$ YIELD



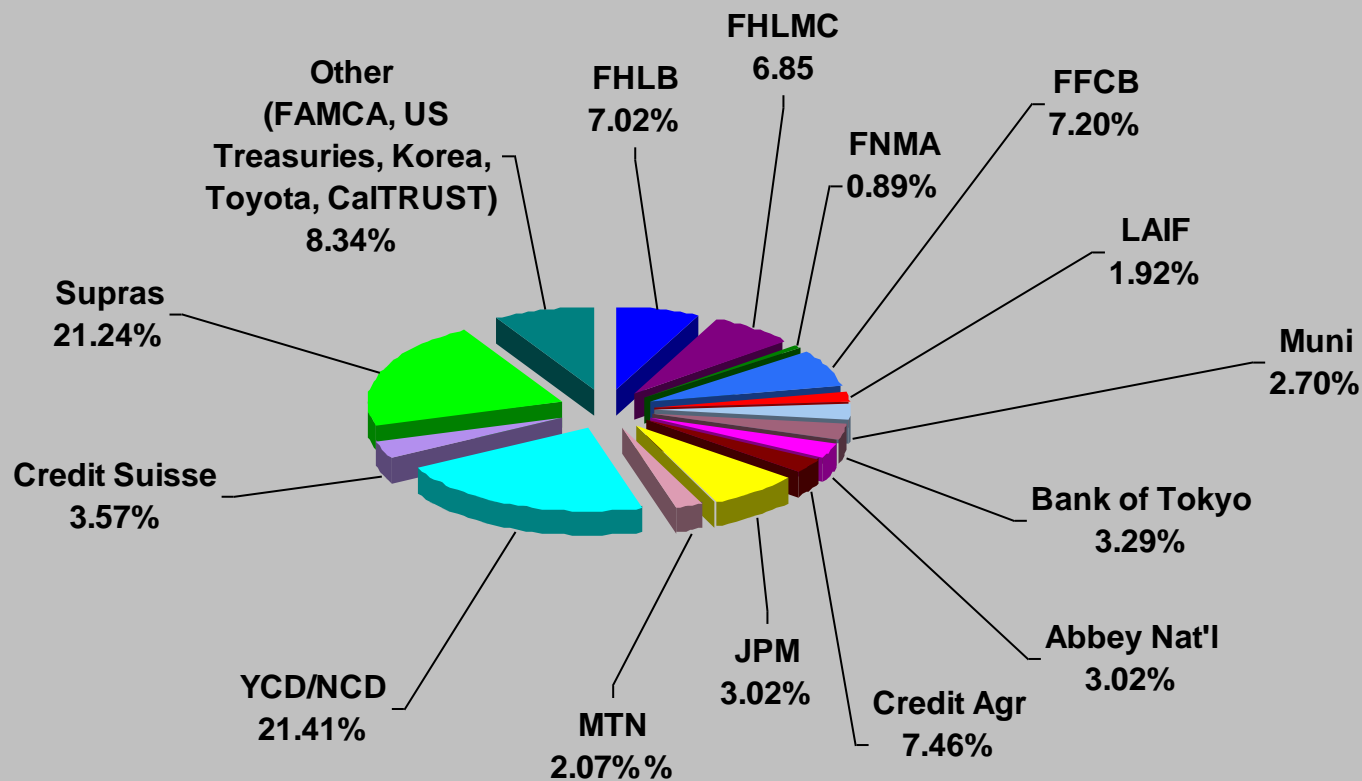
# MATURITY DISTRIBUTION



# PORTFOLIO HOLDINGS BY CLASS



# PORTFOLIO HOLDINGS



## Addendum to Contract - Preparation of government-wide statements for the Ventura County Schools Business Services Authority and their member Districts

### Addendum to Contract for Auditing Services

This is an addendum to our existing audit contracts with the Ventura County Schools Business Services Authority (Authority) contract and their five member Districts based on paragraph 6.A of the contract.

### GASB Statement 34

The Authority has requested that we assist in the preparation of the government-wide financial statements for 2014-15 fiscal year, in accordance with GASB Statement No. 34. This will include the implementation of GASB Statement No. 68 related to the recording and disclosure of net pension liabilities.

### Client Assurances Regarding Independence

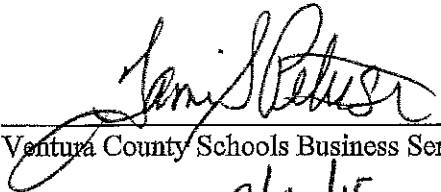
The Authority will be asked to designate a management-level individual with suitable skill, knowledge, or experience to evaluate the adequacy and results of those services and accept responsibility for them. Specifically, management will review and accept responsibility for the proposed adjusting entries and will review and accept responsibility for footnote disclosures and required supplementary information.

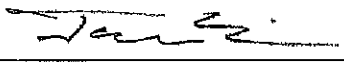
### Fees

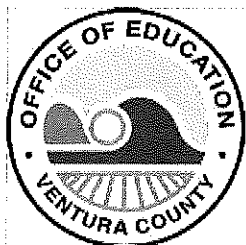
Based on our experience with the Authority and the Districts, we estimate the time required to complete this additional work to be roughly three to six hours individually for each of the six entities. Additional billings will be submitted at the hourly rates stipulated in our contract with an amount not to exceed the following:

Ventura County Services Business Services Authority	\$500
Briggs Elementary School District	\$1,000
Mesa Union School District	\$1,000
Mupu Elementary School District	\$750
Santa Clara Elementary School District	\$750
Somis Union School District	\$1,000

We agree to the above terms as they relate to the existing audit contract term.

  
 Ventura County Schools Business Services Authority  
 Date 9/11/15

  
 Vicenti, Lloyd & Stutzman LLP  
 August 28, 2015  
 Date



VCOE Technology Services  
 5189 Verdugo Way  
 Camarillo, CA 93012  
 United States  
 (805) 383-1955

<b>Bill To:</b>
Mesa Union 3901 North Mesa School Road Somis, CA 93066

<b>Date</b>	<b>Invoice</b>
10/26/2015	5640
<b>Account</b>	
Mesa Union	

<b>Terms</b>	<b>Due Date</b>	<b>PO Number</b>	<b>Reference</b>
Net 30 days	11/25/2015		

Other Charges	Quantity	Price	Amount
Agreement: SIS 2015/2016			
VCOE Annual Software Support for SIS Student Information System.	603.00	5.30	3,195.90
Hosting Fee for Districts using SIS in a hosted environment. VCOE/TS will maintain infrastructure of servers, backups, and patch management.	603.00	5.00	3,015.00
Annual Support fee for SIS Food Service Module.	603.00	1.00	603.00
<b>Total Other Charges:</b>			<b>6,813.90</b>
Make checks payable to VCOE Technology Services Prices on the receipt or invoice are the standard academic prices for the products or services.	<b>Invoice Subtotal:</b>		6,813.90
	<b>Sales Tax:</b>		0.00
	<b>Invoice Total:</b>		<b>6,813.90</b>

Thank you for your business!  
 "Commitment to Quality Education for All"



Governor Edmund G. Brown Jr.

June 3, 2015

Mr. Manpreet Batra  
 MJP Computers  
 6085 King Drive, Unit 102  
 Ventura, CA 93003

**Subject: RENEWAL of MJP Computers California Multiple Award Schedule (CMAS)**

**CMAS Contract No.:** 3-11-70-1811W, SUPPLEMENT NO. 1  
**CMAS Contract Term:** June 3, 2015 through June 30, 2020  
**Base GSA Schedule No.:** GS-35F-0348W

The State of California accepts your firm's offer and renews the attached California Multiple Award Schedule (CMAS) contract for the term identified above. The contract has been awarded the same contract number as the original CMAS contract. This contract number must be shown on each invoice rendered. Additionally, this letter shall not be construed as a commitment to purchase any or all of the State's requirements from your firm. Prior approval is required from the State for all news releases regarding this contract.

It is your firm's responsibility to furnish, upon request, a copy of this CMAS contract to State and local government agencies. A complete CMAS contract includes the following: **1)** this acceptance letter, **2)** CMAS cover pages (which includes the signature page, ordering instructions and special provisions, and any attachments or exhibits as prepared by the CMAS Unit), **3)** CMAS terms and conditions, **4)** Federal GSA terms and conditions, and **5)** product/service listing and prices. The CMAS Unit strongly recommends that government agencies place orders with Contractors who provide ALL of the contract elements described above.

To manage this contract, Contractors are directed to the "CMAS Contract Management and Information Guide", which can be accessed at [www.dgs.ca.gov/pd/programs/leveraged/cmas.aspx](http://www.dgs.ca.gov/pd/programs/leveraged/cmas.aspx), then select the "For Suppliers/Contractors" link. This guide covers topics such as CMAS Quarterly Reports, amendments, extensions, renewals, Contractor's change of address or contact person, company name change requests, and marketing your CMAS contract.

It is the Contractor's responsibility to submit on a timely basis detailed CMAS Quarterly Reports (along with any applicable incentive fees).

**THE NEXT QUARTERLY REPORT DUE FOR THIS CONTRACT IS Q2-2015 (APR-JUN)**  
**DUE BY JULY 15, 2015.**

The "Approved CMAS Contractor" logo is only available to CMAS contract holders for display at conferences or on other marketing material. A login and password is required to download the logo. Go to <http://www.dgs.ca.gov/pd/Resources/FormsResourcesLibrary.aspx>, then select "Reference Material"; click on "CMAS Logos" under the heading "Marketing Tools". At the prompt, enter the login: "cmassupplier" and the password: "cmas010194".

Should you have any questions regarding this contract, please contact me at 916/375-4554. Thank you for your continued cooperation and support of the CMAS Program.

JANNA WELK, Program Analyst  
 California Multiple Award Schedules Unit

State of California

# MULTIPLE AWARD SCHEDULE

MJP Technologies, Inc. doing business as  
**MJP Computers**

CONTRACT NUMBER:	<b>3-11-70-1811W</b>
SUPPLEMENT NO.:	1
CMAS CONTRACT TERM:	6/3/2015 through 6/30/2020
CONTRACT CATEGORY:	Information Technology Goods & Services
APPLICABLE TERMS & CONDITIONS:	September 8, 2014
MAXIMUM ORDER LIMIT:	\$500,000
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	GS-35F-0348W
BASE SCHEDULE HOLDER:	Arrow Micro Corp.

This contract provides for the purchase and warranty of hardware. (See page 2 for the specific brands and restrictions applicable to this contract.)

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the website: <http://www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.htm>. This requirement is not applicable to local government entities.

The purpose of this supplement is to renew this contract through 6-30-20. In addition, this supplement replaces in its entirety MJP COMPUTERS' existing California Multiple Award Schedule (CMAS) that expires on 6-30-15. The most current Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated September 8, 2014, products and/or services and pricing are included herein. Please review these provisions carefully because they may have changed since issuance of your last contract.

### **IMPORTANT NOTICE TO STATE AGENCIES REGARDING CLOUD COMPUTING SOLUTIONS**

Cloud computing solutions for Software as a Service (SaaS) are permitted under this CMAS Contract. Cloud Infrastructure as a Service (IaaS) and Cloud Platform as a Service (PaaS) are not permitted under the CMAS Program. One or more of the brands offered under this CMAS contract may be associated with IaaS or PaaS. It is incumbent upon both the CMAS supplier as well as the ordering agency to ensure that IaaS and PaaS products are not purchased under this contract.



**JANNA WELK, Program Analyst, California Multiple Award Schedules Unit**

Effective Date: **6/3/2015**

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
MJP COMPUTERS  
CMAS NO. 3-11-70-1811W, SUPPLEMENT NO. 1**

**AMERICAN RECOVERY AND REINVESTMENT ACT  
(ARRA)**

Ordering departments executing purchases using ARRA funding must attach the ARRA Supplemental Terms and Conditions document to their individual RFOs and purchase documents. Departments are reminded that these terms and conditions supplement, but do not replace, standard State terms and conditions associated with this CMAS contract. The ARRA Supplemental Terms and Conditions can be accessed at [www.documents.dgs.ca.gov/pd/poliproc/ARRATand%20C081009final.pdf](http://www.documents.dgs.ca.gov/pd/poliproc/ARRATand%20C081009final.pdf).

**WARRANTY**

For warranties, see the federal GSA schedule and the CMAS Terms and Conditions, General Provisions, CMAS Warranty.

**DELIVERY**

1 - 30 days after receipt of order, or as negotiated between agency and contractor and included in the purchase order, or as otherwise stipulated in the contract.

**SHIPPING INSTRUCTIONS**

F.O.B. (Free On Board) Destination. Seller pays the freight charges.

**PURCHASING AUTHORITY DOLLAR THRESHOLD**

No CMAS order may be executed by a State agency that exceeds that agency's CMAS purchasing authority threshold or the CMAS maximum order limit, whichever is less.

**HOW TO USE CMAS CONTRACTS**

Agencies must adhere to the detailed requirements in the State Contracting Manual (SCM) when using CMAS contracts. The requirements for the following bullets are in the SCM, Volume 2, Chapter 6 (for non-IT) and the SCM, Volume 3, Chapter 6 (for IT):

- Develop a Request for Offer, which includes a Scope of Work (SOW), and Bidder Declaration form. For information on the Bidder Declaration requirements, see the SCM, Volume 2, Section 3.5.7 and Volume 3, Section 3.4.7.
- Search for potential CMAS contractors at [www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx](http://www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx), select "Find a CMAS Contract".
- Solicit offers from a minimum of 3 CMAS contractors including one small business and/or DVBE, if available, who are authorized to sell the products and/or services needed

- If soliciting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Std. 843) in the Request for Offer. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See the SCM Volumes 2 and 3, Chapter 3)
- This is not a bid transaction, so the small business preference, DVBE participation goals, protest language, intents to award, evaluation criteria, advertising, etc., are not applicable.
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected contractor.
- For CMAS transactions under \$5,000 only one offer is required if the State agency can establish and document that the price is fair and reasonable.

Local governments set their own order limits, and are not bound by the order limits on the cover page of this contract.

**SPLITTING ORDERS**

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders (PCC § 10329).

Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited (SAM 4819.34).

**MINIMUM ORDER LIMITATION**

There is no minimum dollar value limitation on orders placed under this contract.

**ORDERING PROCEDURES**

**1. Order Form**

State agencies shall use a Contract/Delegation Purchase Order (Std. 65) for purchases and services.

Local governments shall, in lieu of the State's Purchase Order (Std. 65), use their own purchase order document.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
MJP COMPUTERS  
CMAS NO. 3-11-70-1811W, SUPPLEMENT NO. 1**

In response to our commitment to increase participation by small businesses, the Department of General Services waives the administrative fee (a fee currently charged to customer agencies to support the CMAS program) for orders to certified small business enterprises.

See the current fees in the DGS Price Book at: <http://www.dgs.ca.gov/ofs/Pricebook.aspx>

**SMALL BUSINESS/DVBE - TRACKING**

State agencies are able to claim subcontracting dollars towards their small business or DVBE goals whenever the Contractor subcontracts a commercially useful function to a certified small business or DVBE. The Contractor will provide the ordering agency with the name of the small business or DVBE used and the dollar amount the ordering agency can apply towards its small business or DVBE goal.

**SMALL BUSINESS/DVBE - SUBCONTRACTING**

1. The amount an ordering agency can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made by the Contractor to each small business or DVBE.
2. The Contractor will provide an ordering agency with the following information at the time the order is quoted:
  - a. The Contractor will state that, as the prime Contractor, it shall be responsible for the overall execution of the fulfillment of the order.
  - b. The Contractor will indicate to the ordering agency how the order meets the small business or DVBE goal, as follows:
    - List the name of each company that is certified by the Office of Small Business and DVBE Certification that it intends to subcontract a commercially useful function to; and
    - Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
    - Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering agency towards the small business or DVBE goal; and
    - Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.
3. The ordering agency's purchase order must be addressed to the prime Contractor, and the purchase order must reference the information provided by the prime Contractor as outlined above.

**NEW EQUIPMENT REQUIRED**

The State will procure new equipment. All equipment must be new (or warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

Where Federal Energy Management Program (FEMP) standards are available, all State agencies shall purchase only those products that meet the recommended standards. All products displaying the Energy Star label meet the FEMP standards.

**SPECIAL MANUFACTURED GOODS**

Any contract for goods to be manufactured by the contractor specifically for the State and not suitable for sale to others may require progress payments.

**TRADE-IN EQUIPMENT**

Trade-ins at open market price may be considered. The product description and trade-in allowance must be identified on the purchase order.

Agencies are required to adhere to SAM 3520 through 3520.6, Disposal of Personal Property and Surplus Personal Property, as applicable, when trade-ins are considered. A Property Survey Report, Std. 152, must be submitted for approval prior to disposition of any State-owned personal property, including general office furniture regardless of the acquisition value, or if the property was recorded or capitalized for accounting purposes.

**ELECTRONIC WASTE RECYCLING**

The Electronic Waste Recycling Act of 2003 requires retailers to collect a recycling fee from consumers on covered electronic devices starting January 1, 2005. California Public Resources Code, Section 42463(f) defines a "covered electronic device" as a video display device containing a screen greater than four inches measured diagonally. See the code identified above for more information and exceptions to this definition.

The Integrated Waste Management Board is implementing this new legislation, and the Board of Equalization is responsible for collecting these recycling fees from retailers. See the following two websites for more information on this topic:

[www.ciwmmb.ca.gov/Electronics/Act2003/](http://www.ciwmmb.ca.gov/Electronics/Act2003/)

[www.boe.ca.gov/sptaxprog/ewaste.htm](http://www.boe.ca.gov/sptaxprog/ewaste.htm)

The electronic waste recycling fee must be shown as a line item on the agency purchase order before the Contractor can include it on their invoice.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
MJP COMPUTERS  
CMAS NO. 3-11-70-1811W, SUPPLEMENT NO. 1**

3. Items that do not meet the Productive Use Requirements for information technology products, per the SCM, Volume 3, Chapter 2, Section 2.B6.2.
4. Any other item or class of items specifically excluded from the scope of this contract.
5. Public Works components NOT incidental to the total purchase order amount.
6. Products or services the contractor is NOT factory authorized or otherwise certified or trained to provide.
7. Follow-on consultant services that were previously recommended or suggested by the same contractor.

The contractor is required to reject purchase orders containing NSP items that do not conform to the above requirements. The contractor will promptly notify the agency issuing the non-conforming order of its non-acceptance and the reasons for its non-acceptance.

**STATE AND LOCAL GOVERNMENTS CAN USE CMAS**

State and local government agency use of CMAS contracts is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including UC, CSU, K-12 schools and community colleges empowered to expend public funds. While the State makes this contract available, each local government agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations.

**UPDATES AND/OR CHANGES**

A CMAS amendment is not required for updates and/or changes once the update and/or change becomes effective for the federal GSA schedule, except as follows:

- A CMAS amendment is required when the contract is based on products and/or services from another contractor's multiple award contract and the contractor wants to add a new manufacturer's products and/or services.
- A CMAS amendment is required for new federal contract terms and conditions that constitute a material difference from existing contract terms and conditions. A material change has a potentially significant effect on the delivery, quantity or quality of items provided, the amount paid to the contractor or on the cost to the State.
- A CMAS amendment is required for changes to contracts that require California Prison Industry Authority (CALPIA) approval.

A CMAS amendment is required to update and/or change terms and conditions and/or products and services based on a non-federal GSA multiple award contract.

**SELF-DELETING FEDERAL GSA TERMS AND CONDITIONS**

Instructions, or terms and conditions that appear in the Special Items or other provisions of the federal GSA and apply to the purchase, license, or rental (as applicable) of products or services by the U.S. Government in the United States, and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation (FAR), Federal Information Resources Management Regulation (FIRMR), Federal Information Processing Standards (FIPS), General Services Administration Regulation (GSAR), or Federal Installment Payment Agreement (FIPA) shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

**ORDER OF PRECEDENCE**

The CMAS Terms and Conditions shall prevail if there is a conflict between the terms and conditions of the contractor's federal GSA, (or other multiple award contract), packaging, invoices, catalogs, brochures, technical data sheets or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

**APPLICABLE CODES, POLICIES AND GUIDELINES**

All California codes, policies, and guidelines are applicable. THE USE OF CMAS DOES NOT REDUCE OR RELIEVE STATE AGENCIES OF THEIR RESPONSIBILITY TO MEET STATEWIDE REQUIREMENTS REGARDING CONTRACTING OR THE PROCUREMENT OF GOODS OR SERVICES. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS contracts. Nonetheless, there is no guarantee that every possible requirement that pertains to all the different and unique State processes has been included.

**STATEWIDE PROCUREMENT REQUIREMENTS**

Agencies must carefully review and adhere to all statewide procurement requirements in the SCM, Volumes 2 and 3, such as:

- Automated Accounting System requirements of State Administrative Manual (SAM) Section 7260-62
- Productive Use Requirements, per the SCM, Volume 3, Chapter 2, Section 2.B6.2.
- SAM Sections 4819.41 and 4832 certifications for information technology procurements and compliance with policies.
- Services may not be paid for in advance.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
MJP COMPUTERS  
CMAS NO. 3-11-70-1811W, SUPPLEMENT NO. 1**

**4. Contractor Invoices**

Unless otherwise stipulated, the contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- Contract number
- Agency purchase order number
- Agency Bill Code
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS contract, purchase order and invoice must match or the State Controller's Office will not approve payment.

**5. Advance Payments**

Advance payment is allowed for services only under limited, narrowly defined circumstances, e.g., between specific departments and certain types of non-profit organizations, or when paying another government agency (GC 11256 – 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription, may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Warranty upgrades and extensions may also be paid for in advance, one time.

**6. Credit Card**

MJP Computers accepts the State of California credit card (CAL-Card).

A Purchasing Authority Purchase Order (Std. 65) is required even when the ordering department chooses to pay the contractor via the CAL-Card. Also, the DGS administrative fee is applicable for all CMAS orders to suppliers not California certified as a small business.

**7. Lease/Purchase Analysis**

State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental, and retain a copy for future audit purposes (SAM 3700). Approval by the Department of General Services is not required.

**8. Leasing**

Except for Federal Lease to Own Purchase (LTOP) and hardware rental provisions with no residual value owed at end term (\$1 residual value is acceptable), Federal GSA Lease provisions are NOT available through CMAS because the rates and contract terms and conditions are not acceptable or applicable to the State.

SEAT Management financing options are NOT available through this contract.

As an alternative, agencies may consider financing through the State's financial marketplace GS \$Mart™. All terms and conditions and lenders are pre-approved for easy financing. The GS \$Mart™ Internet address is [www.dgs.ca.gov/pd/programs/statefinancialmarketplace.aspx](http://www.dgs.ca.gov/pd/programs/statefinancialmarketplace.aspx). Buyers may contact the GS \$Mart™ Administrator, Patrick Mullen by phone at (916) 375-4617 or via e-mail at [patrick.mullen@dgs.ca.gov](mailto:patrick.mullen@dgs.ca.gov) for further information.

**CONTRACTOR QUARTERLY REPORT PROCESS**

Contractors are required to submit a detailed CMAS Business Activity Report on a quarterly basis to the CMAS Unit. See Attachment B for a copy of this form and instructions.

This report shall be mailed to:

Department of General Services  
Procurement Division – CMAS Unit  
Attention: Quarterly Report Processing  
PO Box 989052, MS #2-202  
West Sacramento, CA 95798-9052

Reports that include checks for incentive fees or that exceed a total of 5 pages must be mailed and shall not be faxed or e-mailed. All other reports may be faxed or e-mailed to the attention of Quarterly Report Processing as follows:

CMAS Unit Fax Number: (916) 375-4663  
CMAS Unit E-Mail: [cmas@dgs.ca.gov](mailto:cmas@dgs.ca.gov)

For the full instructions on completing and submitting CMAS Quarterly Business Activity Reports, and a soft copy of a blank quarterly report form, go to [www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx](http://www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx), and then select "For Suppliers/Contractors".

Important things to remember regarding CMAS Quarterly Business Activity Reports (referred to as "reports" below):

- A report is required for each CMAS contract each quarter, even when no new purchase orders are received in the quarter.
- A separate report is required for each CMAS contract.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
MJP COMPUTERS  
CMAS NO. 3-11-70-1811W, SUPPLEMENT NO. 1**

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes.

This responsibility includes, but is not necessarily limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's interests, obtaining required approvals, and documenting compliance with Government Code 19130.b (3) for outsourcing services.

It is the responsibility of each agency to consult as applicable with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order.

If you do not have legal services available to you within your agency, the DGS Office of Legal Services is available to provide services on a contractual basis.

**CONFLICT OF INTEREST**

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the attached CMAS Terms and Conditions, Conflict of Interest, for more information.

**FEDERAL DEBARMENT**

When federal funds are being expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the contractor before the purchase order is issued.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**LIQUIDATED DAMAGES FOR LATE DELIVERY**

The value of the liquidated damages cannot be a penalty, must be mutually agreed upon by agency and contractor and included in the purchase order to be applicable.

**ACCEPTANCE TESTING CRITERIA**

If the agency wants to include acceptance testing for all newly installed technology systems, and individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

**AMERICANS WITH DISABILITY ACT (ADA)**

Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22; California Government Code, Sections 11135, et seq.; and other federal and State laws, and Executive Orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities. See Attachment A for Procurement Division's ADA Compliance Policy of Nondiscrimination on the Basis of Disability.

Individual government agencies are responsible for self-compliance with ADA regulations.

Contractor sponsored events must provide reasonable accommodations for persons with disabilities.

**DGS PROCUREMENT DIVISION CONTACT AND PHONE NUMBER**

Department of General Services  
Procurement Division, CMAS Unit  
707 Third Street, 2<sup>nd</sup> Floor, MS 202  
West Sacramento, CA 95605-2811

Phone # (916) 375-4363  
Fax # (916) 375-4663

# ATTACHMENT B

## CMAS QUARTERLY BUSINESS ACTIVITY REPORT

Contractor Name: \_\_\_\_\_ Reporting Calendar Year: \_\_\_\_\_ Revision ☐

Contract Number: \_\_\_\_\_ Reporting Quarter: ☐ Q1 (Jan-Mar) ☐ Q2 (Apr-Jun) ☐ Q3 (Jul-Sep) ☐ Q4 (Oct-Dec)

For Questions Regarding This Report Contact:

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Check Here if No New Orders for This Quarter ☐

### STATE AGENCY PURCHASES

State Agency Name	Purchase Order Number	Purchase Order Date	Agency Billing Code	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total State Agency Dollars Reported for Quarter: \$ \_\_\_\_\_

### LOCAL GOVERNMENT AGENCY PURCHASES

Local Government Agency Name	Purchase Order Number	Purchase Order Date	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total Local Government Agency Dollars for Quarter: \$ \_\_\_\_\_

1% Remitted to DGS (does not apply to CA certified S/Bs): \$ \_\_\_\_\_

Total of State and Local Government Agency Dollars Reported for this Quarter: \$ \_\_\_\_\_

## CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - INFORMATION TECHNOLOGY

1. **DEFINITIONS:** Unless otherwise specified in the Statement of Work the following terms shall be given the meaning shown, unless context requires otherwise.
- a) **"Acceptance Tests"** means those tests performed during the Performance Period which are intended to determine compliance of Equipment and Software with the specifications and all other Attachments incorporated herein by reference and to determine the reliability of the Equipment.
  - b) **"Application Program"** means a computer program which is intended to be executed for the purpose of performing useful work for the user of the information being processed. Application programs are developed or otherwise acquired by the user of the Hardware/Software system, but they may be supplied by the Contractor.
  - c) **"Attachment"** means a mechanical, electrical, or electronic interconnection to the Contractor-supplied Machine or System of Equipment, manufactured by other than the original Equipment manufacturer, that is not connected by the Contractor.
  - d) **"Business entity"** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability company, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
  - e) **"Buyer"** means the State's authorized contracting official.
  - f) **"Commercial Hardware"** means Hardware developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
  - g) **"Commercial Software"** means Software developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
  - h) **"Contract"** means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
  - i) **"Custom Software"** means Software that does not meet the definition of Commercial Software.
  - j) **"Contractor"** means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
  - k) **"Data Processing Subsystem"** means a complement of Contractor-furnished individual Machines, including the necessary controlling elements (or the functional equivalent), Operating Software and Software, if any, which are acquired to operate as an integrated group, and which are interconnected entirely by Contractor-supplied power and/or signal cables; e.g., direct access controller and drives, a cluster of terminals with their controller, etc.
  - l) **"Data Processing System (System)"** means the total complement of Contractor-furnished Machines, including one or more central processors (or instruction processors), Operating Software which are acquired to operate as an integrated group.
  - m) **"Deliverables"** means Goods, Software, Information Technology, telecommunications technology, Hardware, and other items (e.g. reports) to be delivered pursuant to this Contract, including any such items furnished incident to the provision of services.
  - n) **"Designated CPU(s)"** means for each product, if applicable, the central processing unit of the computers or the server unit, including any associated peripheral units. If no specific "Designated CPU(s)" are specified on the Contract, the term shall mean any and all CPUs located at the site specified therein.
  - o) **"Documentation"** means manuals and other printed materials necessary or useful to the State in its use or maintenance of the Equipment or Software provided hereunder. Manuals and other printed materials customized for the State hereunder constitute Work Product if such materials are required by the Statement of Work.
  - p) **"Equipment"** is an all-inclusive term which refers either to individual Machines or to a complete Data Processing System or subsystem, including its Hardware and Operating Software (if any).
  - q) **"Equipment Failure"** is a malfunction in the Equipment, excluding all external factors, which prevents the accomplishment of the Equipment's intended function(s). If microcode or Operating Software residing in the Equipment is necessary for the proper operation of the Equipment, a failure of such microcode or Operating Software which prevents the accomplishment of the Equipment's intended functions shall be deemed to be an Equipment Failure.
  - r) **"Facility Readiness Date"** means the date specified in the Statement of Work by which the State must have the site prepared and available for Equipment delivery and installation.

## CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - INFORMATION TECHNOLOGY

- including without limitation any department, agency, or other unit of the government of the State of California.
- nn) "System" means the complete collection of Hardware, Software and services as described in this Contract, integrated and functioning together, and performing in accordance with this Contract.
- oo) "U.S. Intellectual Property Rights" means intellectual property rights enforceable in the United States of America, including without limitation rights in trade secrets, copyrights, and U.S. patents.
2. **CONTRACT FORMATION:** If this Contract results from a Letter of Offer, then Contractor's offer is deemed a firm offer and this Contract document is the State's acceptance of that offer.
  3. **COMPLETE INTEGRATION:** This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.
  4. **SEVERABILITY:** The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.
  5. **INDEPENDENT CONTRACTOR:** Contractor and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.
  6. **APPLICABLE LAW:** This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.
  7. **COMPLIANCE WITH STATUTES AND REGULATIONS:**
    - a) The State and the Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California. The Contractor agrees to indemnify the State against any loss, cost, damage or liability by reason of the Contractor's violation of this provision.
    - b) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
    - c) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
    - d) If this Contract is in excess of \$554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).
    - e) To the extent that this Contract falls within the scope of Government Code Section 11135, Contractor hereby agrees to respond to and resolve any complaint brought to its attention, regarding accessibility of its products or services.
  8. **CONTRACTOR'S POWER AND AUTHORITY:** The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.
    - a) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
    - b) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

## CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - INFORMATION TECHNOLOGY

14. **DELIVERY:** The Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If the Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Deliverables, and may return them to Contractor at Contractor's expense or utilize any other rights available to the State at law or in equity.
15. **SUBSTITUTIONS:** Substitution of Deliverables may not be tendered without advance written consent of the Buyer. Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.
16. **INSPECTION, ACCEPTANCE AND REJECTION:** Unless otherwise specified in the Statement of Work:
- a) When acquiring Commercial Hardware or Commercial Software, the State shall rely on Contractor's existing quality assurance system as a substitute for State inspection and testing. For all other acquisitions, Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the State covering Deliverables and services under this Contract and will tender to the State only those Deliverables that have been inspected and found to conform to this Contract's requirements. The Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. The Contractor shall permit the State to review procedures, practices, processes, and related documents to determine the acceptability of Contractor's quality assurance system or other similar business practices related to performance of the Contract.
  - b) All Deliverables may be subject to inspection and test by the State or its authorized representatives.
  - c) The Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. The Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
  - d) Subject to subsection 16 (a) above, all Deliverables may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.
  - e) The State shall give written notice of rejection of Deliverables delivered or services performed hereunder within a reasonable time after receipt of such Deliverables or performance of such services. Such notice of rejection will state the respects in which the Deliverables do not substantially conform to their specifications. If the State does not provide such notice of rejection within fifteen (15) days of delivery for purchases of Commercial Hardware or Commercial Software or thirty (30) days of delivery for all other purchases, such Deliverables and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.
17. **SAMPLES:**
- a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products offered and/or specified in the Contract.
  - b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.
18. **CMAS -- WARRANTY:** The following warranty language is in addition to the warranty language provided in the federal GSA Multiple Award Schedule or other base Contract used to establish this CMAS Contract. When there is a conflict between the language, the following warranty language overrides.
- a) Unless otherwise specified in the Statement of Work, the warranties in this subsection a) begin upon delivery of the goods or services in question and end one (1) year thereafter. The Contractor warrants that (i) Deliverables and services furnished hereunder will substantially conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings identified in the Statement of Work), and (ii) the Deliverables will be free from material defects in materials and workmanship. Where the parties have agreed to design specifications (such as a Detailed Design Document) and incorporated the same or equivalent in the Statement of Work directly or by reference, the Contractor will warrant that its Deliverables provide all material functionality required thereby. In addition to the other warranties set forth herein, where the Contract calls for delivery of Commercial Software, the Contractor warrants that such Software will perform in accordance with its license and accompanying Documentation. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.
  - b) The Contractor warrants that Deliverables furnished hereunder (i) will be free, at the time of delivery, of

## CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - INFORMATION TECHNOLOGY

TRANSPORTATION TO CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.

### 22. TERMINATION FOR THE CONVENIENCE OF THE STATE:

- a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof.
- b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
  - (i) Stop work as specified in the Notice of Termination.
  - (ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continuing portion of the Contract.
  - (iii) Terminate all subcontracts to the extent they relate to the work terminated.
  - (iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts;
- c) After termination, the Contractor shall submit a final termination settlement proposal to the State in the form and with the information prescribed by the State. The Contractor shall submit the proposal promptly, but no later than 90 days after the effective date of termination, unless a different time is provided in the Statement of Work or in the Notice of Termination.
- d) The Contractor and the State may agree upon the whole or any part of the amount to be paid as requested under subsection (c) above.
- e) Unless otherwise set forth in the Statement of Work, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had been fully performed:
  - (i) The Contract price for Deliverables or services accepted or retained by the State and not previously paid for, adjusted for any savings on freight and other charges; and
  - (ii) The total of:
    - A) The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but excluding any cost attributable to Deliverables or services paid or to be paid;
    - B) The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract; and
    - C) Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.
- f) The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

### 23. TERMINATION FOR DEFAULT:

- a) The State may, subject to the clause titled "Force Majeure" and to sub-section d) below, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
  - i) Deliver the Deliverables or perform the services within the time specified in the Contract or any amendment thereto;
  - ii) Make progress, so that the lack of progress endangers performance of this Contract; or
  - iii) Perform any of the other provisions of this Contract.
- b) The State's right to terminate this Contract under sub-section a) above, may be exercised only if the failure constitutes a material breach of this Contract and if the Contractor does not cure such failure within the time frame stated in the State's cure notice, which in no event will be less than fifteen (15) days, unless the Statement of Work calls for a different period.
- c) If the State terminates this Contract in whole or in part pursuant to this Section, it may acquire, under terms and in the manner the Buyer considers appropriate, Deliverables or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Deliverables and services, including without limitation costs third party vendors charge for Manufacturing Materials (but subject to the clause entitled "Limitation of Liability"). However, the Contractor shall continue the work not terminated.
- d) If the Contract is terminated for default, the State may require the Contractor to transfer title, or in the case of licensed Software, license, and deliver to the State, as directed by the Buyer, any:

## CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - INFORMATION TECHNOLOGY

Contractor's negligence or willful misconduct; or (iv) to costs or attorney's fees that the State becomes entitled to recover as a prevailing party in any action.

- c) The State's liability for damages for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price, as that term is defined in subsection a) above. Nothing herein shall be construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law.
- d) In no event will either the Contractor or the State be liable for consequential, incidental, indirect, special, or punitive damages, even if notification has been given as to the possibility of such damages, except (i) to the extent that Contractor's liability for such damages is specifically set forth in the Statement of Work or (ii) to the extent that Contractor's liability for such damages arises out of sub-section b)(i), b)(ii), or b)(iv) above.

### 27. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:

- a) The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
- b) The Contractor shall not be liable for damages arising out of or caused by an alteration or an Attachment not made or installed by the Contractor, or for damage to alterations or Attachments that may result from the normal operation and maintenance of the Deliverables provided by the Contractor during the Contract.

### 28. INDEMNIFICATION: The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of the Contractor or any of its affiliates, agents, subcontractors, employees, suppliers, or laborers furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract. Such defense and payment will be conditional upon the following:

- a) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and

- b) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

**29. INVOICES:** Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price; extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

**30. REQUIRED PAYMENT DATE:** Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Deliverables or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

**31. TAXES:** Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.

**32. NEWLY MANUFACTURED GOODS:** All Goods furnished under this Contract shall be newly manufactured Goods or certified as new and warranted as new by the manufacturer; used or reconditioned Goods are prohibited, unless otherwise specified.

**33. CONTRACT MODIFICATION:** No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

**34. CONFIDENTIALITY OF DATA:** All financial, statistical, personal, technical and other data and information relating to

## CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - INFORMATION TECHNOLOGY

- competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this Contract.
38. **SOFTWARE LICENSE:** Unless otherwise specified in the Statement of Work, the Contractor hereby grants to the State and the State accepts from the Contractor, subject to the terms and conditions of this Contract, a perpetual, irrevocable, royalty-free, non-exclusive, license to use the Software Products in this Contract (hereinafter referred to as "Software Products").
- a) The State may use the Software Products in the conduct of its own business, and any division thereof
  - b) The license granted above authorized the State to use the Software Products in machine-readable form on the Computer System located at the site(s) specified in the Statement of Work. Said Computer System and its associated units (collectively referred to as CPU) are as designated in the Statement of Work. If the designated CPU is inoperative due to malfunction, the license herein granted shall be temporarily extended to authorize the State to use the Software Products, in machine-readable form, on any other State CPU until the designated CPU is returned to operation.
  - c) By prior written notice, the State may redesignate the CPU in which the Software Products are to be used provided that the redesignated CPU is substantially similar in size and scale at no additional cost. The redesignation shall not be limited to the original site and will be effective upon the date specified in the notice of redesignation.
  - d) Acceptance of Commercial Software (including third party Software) and Custom Software will be governed by the terms and conditions of this Contract.
39. **PROTECTION OF PROPRIETARY SOFTWARE AND OTHER PROPRIETARY DATA:** The State agrees that all material appropriately marked or identified in writing as proprietary, and furnished hereunder are provided for State's exclusive use for the purposes of this Contract only. All such proprietary data shall remain the property of the Contractor. The State agrees to take all reasonable steps to insure that such proprietary data are not disclosed to others, without prior written consent of the Contractor, subject to the California Public Records Act. The State will insure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed. The State agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed software and other proprietary data to satisfy its obligations under this Contract with respect to use, copying, modification, protection and security of proprietary software and other proprietary data.
40. **RIGHT TO COPY OR MODIFY:**
- a) Any Software Product provided by the Contractor in machine-readable form may be copied, in whole or in part, in printed or machine-readable form for use by the State with the designated CPU, to perform one-time benchmark tests, for archival or emergency restart purposes, to replace a worn copy, to understand the contents of such machine-readable material, or to modify the Software Product as provided below; provided, however, that no more than the number of printed copies and machine-readable copies as specified in the Statement of Work will be in existence under this Contract at any time without prior consent of the Contractor. Such consent shall not be unreasonably withheld by the Contractor. The original, and any copies of the Software Product, in whole or in part, which are made hereunder shall be the property of the Contractor.
  - b) The State may modify any non-personal computer Software Product, in machine-readable form, for its own use and merge it into other program material. Any portion of the Software Product included in any merged program material shall be used only on the designated CPUs and shall be subject to the terms and conditions of the Contract.
41. **FUTURE RELEASES:** Unless otherwise specifically provided in the Contract, or the Statement of Work, if improved versions, e.g., patches, bug fixes, updates or releases, of any Software Product are developed by the contractor, and are made available to other licensees, they will be made available to the State at no additional cost only if such are made available to other licensees at no additional cost. If the Contractor offers new versions or upgrades to the Software Product, they shall be made available to the State at the State's option at a price not greater than the Contract price plus a price increase proportionate to the increase from the list price of the original version to that of the new version, if any. If the Software Product has no list price, such price increase will be proportionate to the increase in average price from the original to the new version, if any, as estimated by the Contractor in good faith.
42. **ENCRYPTION/CPU ID AUTHORIZATION CODES:**
- a) When Encryption/CPU Identification (ID) authorization codes are required to operate the Software Products, the Contractor will provide all codes to the State with delivery of the Software.
  - b) In case of an inoperative CPU, the Contractor will provide a temporary encryption/CPU ID authorization code to the State for use on a temporarily authorized CPU until the designated CPU is returned to operation.
  - c) When changes in designated CPUs occur, the State will notify the Contractor via telephone and/or facsimile/e-mail of such change. Upon receipt of such notice, the Contractor will issue via telephone and/or facsimile/e-

## CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - INFORMATION TECHNOLOGY

reflects the Contract adjustment for which Contractor believes the State is liable. The contracting Department Director or designee shall have 30 days after receipt of Contractor's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of contractor's demand, it shall be deemed a decision adverse to the Contractor's contention. If the Contractor is not satisfied with the decision of the Department Director or designee, the Contractor may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30 day period in the event no decision is rendered by the contracting department), to the Department of General Services, Deputy Director, Procurement Division, who shall have 45 days to render a final decision. If the Contractor does not appeal the decision of the contracting Department Director or designee, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Contractor's administrative remedies.

- b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions regarding this Contract. Contractor's failure to diligently proceed in accordance with the State's instructions regarding this Contract shall be considered a material breach of this Contract.
- c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Deputy Director, Procurement Division if an appeal was made. If the Deputy Director, Procurement Division fails to render a final decision within 45 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- d) For disputes involving purchases made by the Department of General Services, Procurement Division, the Contractor shall submit to the Department Director or designee a written demand for a final decision, which shall be fully supported in the manner described in the subsection a above. The Department Director or designee shall have 30 days to render a final decision. If a final decision is not rendered within 30 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contention.

The final decision shall be conclusive and binding regarding the dispute unless the Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

### 45. STOP WORK:

- a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 45 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 45 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
  - (i) Cancel the Stop Work Order; or
  - (ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
  - (i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
  - (ii) The Contractor asserts its right to an equitable adjustment within 60 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.

## CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - INFORMATION TECHNOLOGY

harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. The Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

### 51. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

The Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.

### 52. ASSIGNMENT OF ANTITRUST ACTIONS: Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:

- a) In submitting an offer to the State, the supplier offers and agrees that if the offer is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material or other items, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to the supplier.
- b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action

assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the offer price, less the expenses incurred in obtaining that portion of the recovery.

- c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
  - (i) the assignee has not been injured thereby, or
  - (ii) the assignee declines to file a court action for the cause of action.

### 53. DRUG-FREE WORKPLACE CERTIFICATION: The

Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
  - (i) the dangers of drug abuse in the workplace;
  - (ii) the person's or organization's policy of maintaining a drug-free workplace;
  - (iii) any available counseling, rehabilitation and employee assistance programs; and,
  - (iv) penalties that may be imposed upon employees for drug abuse violations.
- c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
  - (i) will receive a copy of the company's drug-free policy statement; and,
  - (ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract.

### 54. FOUR-DIGIT DATE COMPLIANCE: Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating

## CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - INFORMATION TECHNOLOGY

awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

- b) If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

64. **LOSS LEADER:** It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 12104.5(b).)

### ADDITIONAL CMAS TERMS AND CONDITIONS

#### 65. CMAS – CONTRACTOR'S LICENSE REQUIREMENTS:

Contracts that include installation or the wording "Furnish and Install" require at the time of Contract award that Contractors possess a valid California State Contractor's License. If sub-Contractors are used, they must also possess a valid California State Contractor's License. All businesses which construct or alter any building, highway, road, parking facility, railroad, excavation, or other structure in California must be licensed by the California State License Board (CSLB) if the total cost (labor and materials) of the project is \$500.00 or more. Failure to be licensed or to keep the license current and in good standing shall be grounds for Contract revocation.

#### 66. CMAS – PUBLIC WORKS REQUIREMENTS (LABOR/INSTALLATION):

- a) Prior to the commencement of performance, the Contractor must obtain and provide to the State, a payment bond, on Standard Form 807, when the Contract involves a public works expenditure (labor/installation costs) in excess of \$5,000. Such bond shall be in a sum not less than one hundred percent (100%) of the Contract price.
- b) In accordance with the provisions of Section 1773 of the California Labor Code, the Contractor shall conform and stipulates to the general prevailing rate of wages, including employer benefits as defined in Section 1773.1

of the California Labor Code, applicable to the classes of labor to be used for public works such as at the delivery site for the assembly and installation of the equipment or materials under the purchase order. Pursuant to Section 1770 of the California Labor Code, the Department of Industrial Relations has ascertained the general prevailing rate of wages in the county in which the work is to be done, to be as listed in the booklet entitled "General Prevailing Wage Rates." The booklet is compiled monthly and copies of the same are available from the Department of Industrial Relations, Prevailing Wage Unit at [www.dir.ca.gov](http://www.dir.ca.gov) (select Statistics & Research) or (415) 703-4774. The booklet is required to be posted at the job site.

- c) The Contractor hereby certifies by signing this Contract that:

i) Contractor has met or will comply with the standards of affirmative compliance with the Non-Discrimination Clause Requirements included herein.

ii) Contractor is aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor will comply with such provisions before commencing the performance of the work of the purchase order.

- d) Laws to be Observed

i) Labor

Pursuant to Section 1775 of the California Labor Code the Contractor shall, as a penalty to the State or Political subdivision on whose behalf the purchase order is made or awarded, forfeit not more than fifty (\$50.00) for each calendar day, or portions thereof, for each worker paid by him or subcontractor under him, less than the prevailing wage so stipulated; and in addition, the Contractor further agrees to pay to each workman the difference between the actual amount paid for each calendar day, or portions thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly indentured apprentices.

Pursuant to Sections 1810-1815 of the California Labor Code, inclusive, it is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and forty hours a week and the Contractor shall forfeit, as a penalty to the State, twenty-five (\$25) for each worker employed in the execution of the purchase order for each calendar day during which a workman is required or permitted to labor more than eight hours in any calendar day or more than forty hours in any calendar week, in

## CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - INFORMATION TECHNOLOGY

employee may enter into a Contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Contract while employed in any capacity by any State agency.

- ii) For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a Contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed Contract within the twelve-month period prior to his or her leaving State service.

### 72. CMAS -- SUBCONTRACTING REQUIREMENTS:

Any subcontractor that the CMAS supplier chooses to use in fulfilling the requirements of this Contract (order), and which is expected to receive more than ten (10) percent of value of the Contract/purchase order, must also meet all Contractual, administrative, and technical requirements of the Contract (order), as applicable.

### 73. CMAS -- RENTAL AGREEMENTS:

The State does not agree to:

- Indemnify a Contractor;
- Assume responsibility for matters beyond its control;
- Agree to make payments in advance;
- Accept any other provision creating a contingent liability against the State; or
- Agree to obtain insurance to protect the Contractor.

The State's responsibility for repairs and liability for damage or loss is restricted to that made necessary by or resulting from the negligent act or omission of the State or its officers, employees, or agents.

If the Contractor maintains the equipment, the Contractor must keep the equipment in good working order and make all necessary repairs and adjustments without qualification. The State may terminate for default or cease paying rent should the Contractor fail to maintain the equipment properly.

Personal property taxes are not generally reimbursed when leasing equipment (SAM 8736).

- 74. CMAS -- LEASE (Lease \$Mart <sup>TM</sup>): If an agency desires to lease through Lease \$Mart <sup>TM</sup>, the Contractor agrees to sell to lessor the assets at the same price as they agree to sell to the State.

- 75. CMAS -- PROGRESS PAYMENTS & RISK ASSESSMENT: In accordance with PCC 12112 agencies are required to withhold not less than 10 percent of the Contract price until final delivery and acceptance of the Goods or services, for any Contract that provides for progress payments in a

Contract for IT Goods or services to be manufactured or performed by a Contractor especially for the State and not suitable for sale to others in the ordinary course of the Contractor's business.

Interim Risk Assessment guidelines and financial protection measures are detailed in PCC 12112 for agencies to use to determine their applicability to agency projects.

- 76. CMAS -- QUARTERLY REPORTS: Contractors are required to submit quarterly business activity reports, as specified in this Contract, even when there is no activity. A separate report is required for each Contract, as differentiated by alpha suffix.

- 77. CMAS -- CONTRACTOR EVALUATION: In accordance with PCC 10367 and 10369, performance of the Contractor under orders issued against this Contract will be evaluated. The ordering agency shall complete a written evaluation, and if the Contractor did not satisfactorily perform the work specified, a copy of the evaluation will be sent to the DGS, Office of Legal Services.

**CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)  
STATE MODEL  
CLOUD COMPUTING SERVICES SPECIAL PROVISIONS  
(Software as a Service)**

- 3) Network compromise, network intrusion, hacks, introduction of viruses, disabling devices, malware and other forms of attack that can disrupt access to Contractor's server, to the extent such attack would have been prevented by Contractor taking reasonable industry standard precautions;
  - 4) Power outages or other telecommunications or Internet failures, to the extent such outages were within Contractor's direct or express control.
- c) If Data monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the State may terminate the contract for material breach in accordance with the Termination for Default provision in the General Provisions – Information Technology.
- 4. SaaS and DATA SECURITY:**
- a) In addition to the Compliance with Statutes and Regulations provision set forth in the General Provisions – Information Technology, Contractor shall certify to the State:
    - i) The sufficiency of its security standards, tools, technologies and procedures in providing SaaS under this Contract;
    - ii) Compliance with the following:
      - i. The California Information Practices Act (Civil Code Sections 1798 et seq.);
      - ii. Security provisions of the California State Administrative Manual (Chapters 5100 and 5300) and the California Statewide Information Management Manual (Sections 58C, 58D, 66B, 5305A, 5310A and B, 5325A and B, 5330A, B and C, 5340A, B and C, 5360B);
      - iii. Undergo an annual Statement on Standards for Attestation Engagements (SSAE) No. 16 Service Organization Control (SOC) 2 Type II audit. Audit results and Contractor's plan to correct any negative findings shall be made available to the State upon request; and
      - iv. Privacy provisions of the Federal Privacy Act of 1974;
    - iii) Compliance with applicable industry standards and guidelines, including but not limited to relevant security provisions of the Payment Card Industry (PCI) Data Security Standard (PCIDSS) including the PCIDSS Cloud Computing Guidelines.
  - b) Contractor shall implement and maintain all appropriate administrative, physical, technical and procedural safeguards in accordance with section a) above at all times during the term of this Contract to secure such Data from Data Breach, protect the Data and the SaaS from hacks, introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt the State's access to its Data.
  - c) Contractor shall allow the State reasonable access to SaaS security logs, latency statistics, and other related SaaS security data that affect this Contract and the State's Data, at no cost to the State.
  - d) Contractor assumes responsibility for the security and confidentiality of the Data under its control.
  - e) No Data shall be copied, modified, destroyed or deleted by Contractor other than for normal operation or maintenance of SaaS during the Contract period without prior written notice to and written approval by the State.
  - f) Remote access to Data from outside the continental United States, including remote access to Data by authorized SaaS support staff in identified support centers, is prohibited unless approved in advance by the State Chief Information Security Officer.
- 5) ENCRYPTION:** Confidential, sensitive or personal information shall be encrypted in accordance with California State Administrative Manual 5350.1 and California Statewide Information Management Manual 5305-A.
- 6) DATA LOCATION:** Unless otherwise stated in the Statement of Work and approved in advance by the State Chief Information Security Officer, the physical location of Contractor's data center where the Data is stored shall be within the continental United States.
- 7) RIGHTS TO DATA:** The parties agree that as between them, all rights, including all intellectual property rights, in and to Data shall remain the exclusive property of the State, and Contractor has a limited, non-exclusive license to access and use the Data as provided to Contractor solely for performing its obligations under the Contract. Nothing herein shall be construed to confer any license or right to the Data, including user tracking and exception Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of Data by Contractor or third parties is prohibited. For the purposes of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized.

**CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)  
STATE MODEL  
CLOUD COMPUTING SERVICES SPECIAL PROVISIONS  
(Software as a Service)**

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- b) Contractor shall restore continuity of SaaS, restore Data in accordance with the RPO and RTO as set forth in the SLA, restore accessibility of Data, and repair SaaS as needed to meet the performance requirements stated in the SLA. Failure to do so may result in the State exercising its options for assessing damages or other remedies under this Contract.
  - c) Contractor shall conduct an investigation of the disaster or catastrophic failure and shall share the report of the investigation with the State. The State and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the State, its agents and law enforcement.
- 11) **EXAMINATION AND AUDIT:** In addition to the Examination and Audit provision set forth in the General Provisions - Information Technology, unless otherwise stated in the Statement of Work:
- a) Upon advance written request, Contractor agrees that the State or its designated representative shall have access to Contractor's SaaS, operational documentation, records and databases, including online inspections, that relate to the SaaS purchased by the State.
  - b) The online inspection shall allow the State, its authorized agents, or a mutually acceptable third party to test that controls are in place and working as intended. Tests may include, but not be limited to, the following:
    - 1) Operating system/network vulnerability scans,
    - 2) Web application vulnerability scans,
    - 3) Database application vulnerability scans, and
    - 4) Any other scans to be performed by the State or representatives on behalf of the State.
  - c) After any significant Data loss or Data Breach or as a result of any disaster or catastrophic failure, Contractor will at its expense have an independent, industry-recognized, State-approved third party perform an information security audit. The audit results shall be shared with the State within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor will provide the State with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Contract.
- 12) **DISCOVERY:** Contractor shall promptly notify the State upon receipt of any requests which in any way might reasonably require access to the Data of the State or the State's use of the SaaS. Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided to the Chief Information Security Officer or designee of the contracting agency, unless prohibited by law from providing such notification. Contractor shall provide such notification within forty-eight (48) hours after Contractor receives the request. Contractor shall not respond to subpoenas, service of process, Public Records Act requests, and other legal requests directed at Contractor regarding this Contract without first notifying the State unless prohibited by law from providing such notification. Contractor agrees to provide its intended responses to the State with adequate time for the State to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction. Contractor shall not respond to legal requests directed at the State unless authorized in writing to do so by the State.

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Contract Number: 3-11-70-1811W  
Contractor: MJP COMPUTERS  
Term Dates: 6/3/2015 - 6/30/2020  
Current Supplement: 1  
Business Enterprise Type: SB  
Contact Name/Number: MANPREET BATRA, (805) 981-9511  
Location: VENTURA, CA 93003

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*November 3, 2015*

*Mesa Union School District*

*3901 North Mesa School Road*

*Somis, CA 93066*

*Dear Mr. Turner and board members.*

*It is the intention of MUST to Sunshine Article No. 16.1.3 (salary schedule) for 2015-2016 in order to separate job titles which are grouped together.*

*Example: bilingual, physical education, special education, etc.*

*Yours truly,*

A handwritten signature in cursive script that reads "Karen Kerper". The signature is written in dark ink and is positioned above the printed name.

*Karen Kerper*

*MUST President*

**Ventura County Schools****Business Services Authority**

5189 Verdugo Way, Camarillo, CA 93012 • 805-383-1974 FAX: 805-383-1973

**Board Agenda Item**

**To:** Board of Directors  
**From:** Tami Peterson, Chief Business Official  
**Date:** October 07, 2015  
**Re:** Annual Accounting and Five-Year Accounting of Development Fees for Fiscal Year 2014-15 in the Developer Fee Fund(s)

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**Background:**

Government Code sections 66001 and 66006 impose stringent requirements on public agencies which levy development fees. These sections require school districts collecting statutory school facilities fees to take certain actions prior to 180 days after the last day of each fiscal year. The purpose of this agenda item is to comply with these requirements.

The District is required to make an annual accounting of those funds available to the public and their governing boards to review that annual accounting at their next regularly scheduled meeting at least 15 days after the accounting was made available to the public. Section 66001 now requires districts collecting development fees to make additional findings every five years about any fund in which those fees remained unexpended at the end of a fiscal year. We have combined these required findings with the annual accounting report.

**Recommended Action:**

Approval of Resolution and Report

**RESOLUTION # 15-16-06****RESOLUTION OF THE GOVERNING BOARD OF THE MESA UNION SCHOOL DISTRICT REGARDING ANNUAL & FIVE-YEAR ACCOUNTING OF DEVELOPMENT FEES FOR FISCAL YEAR 2014-2015 AS PER GC 66001(D)****1. Authority and Reasons for Adopting this Resolution.**

- a. This District has levied school facilities fees pursuant to various resolutions, the most recent of which is dated August 21, 2012 and is referred to herein as the "School Facilities Fee Resolution" and is hereby incorporated by reference into this Resolution. These resolutions were adopted under the authority of Government Code section 53080, which section was redesignated Education Code section 17620 as of January 1, 1998. These fees have been deposited in the developer fee fund.
- b. Government Code sections 66001(d) and 66006(b) require this District to make an annual accounting of the Fund and to make additional findings every five years if there are any funds remaining in the Fund at the end of the prior fiscal year;
- c. Government Code sections 66001(d) and 66006(b) further require that the annual accounting of the Fund and those findings have been made available to the public no later than 180 days after the last day of the fiscal year, that this information be reviewed by this Board at its next regularly scheduled board meeting held no earlier than 15 days after they become available to the public, and that notice of the time and place of this meeting (as well as the address at which this information may be reviewed) be mailed at least 15 days prior to this meeting to anyone who has requested it.
- d. The Superintendent has informed this Board that a draft copy of this Resolution (along with Exhibit A which is hereby incorporated by reference into this Resolution) was made available to the public. The Superintendent has further informed this Board that notice of the time and place of this meeting (as well as the address at which this information may be reviewed) was mailed at least 15 days prior to this meeting to anyone who had requested it.
- e. The Superintendent has also informed this Board that there is no new information which would adversely affect the validity of any of the findings made by this Board in its School Facilities Fee Resolution.

**2. What This Resolution Does.**

This Resolution makes various findings and takes various actions regarding the Funds as required by and in accordance with Government Code sections 66001(d) and 66006(b).

### 3. Findings Regarding the Fund.

Based on all findings and evidence contained in, referred to, or incorporated into this Resolution, as well as the evidence presented to this Board at this meeting, the Board finds each of the following with respect to the Funds(s) for the 2014-2015 Fiscal Year:

- a. In reference to Government Code section 66006(b)(2), the information identified in section 1 above is correct;
- b. In further reference to Government Code section 66006(b)(2), this Board has reviewed the annual accounting for the Fund as contained in Exhibit A and determined that it meets the requirements set forth in Government Code section 66006(b)(1);
- c. In reference to Government Code section 66001(d)(1), and with respect only to that portion of the Fund(s) remaining unexpended at the end of the 2014-2015 Fiscal Year, the purpose of the fees is to finance the construction or reconstruction of school facilities necessary to reduce overcrowding caused by the development on which the fees were levied, which facilities are more specifically identified in Exhibit B;
- d. In reference to Government Code section 66001(d)(2), and with respect only to that portion of the Fund remaining unexpended at the end of the 2014-2015 Fiscal Year, the findings and evidence referenced above demonstrate that there is a reasonable relationship between the fees and the purpose for which it is charged;
- e. In reference to Government Code section 66001(d)(3), and with respect only to that portion of the Fund remaining unexpended at the end of the 2014-2015 Fiscal Year, all of the sources and amounts of funding anticipated to complete financing in any incomplete improvements identified as the use to which the fees are to be put is identified in Exhibit B;
- f. In reference to Government Code section 66001(d)(4), and with respect only to that portion of the Fund remaining unexpended at the end of the 2014-2015 Fiscal Year, the approximate dates on which the funding referred to in paragraph e above is expected to be deposited into the appropriate fund is designated in Exhibit B; and
- g. In reference to the last sentence of Government Code section 66006(d), because all of the findings required by that subdivision have been made in the fees that were levied in paragraphs c-f above, the District is not required to refund any moneys in the Fund as provided in Government Code section 66001(e).

**4. Superintendent Authorized to Take Necessary and Appropriate Action.**

The Board further directs and authorizes the Superintendent to take on its behalf such further action as may be necessary and appropriate to effectuate this Resolution.

**5. Certification of Resolution.**

I, Jeffery Turner, Secretary/Clerk of the Governing Board of the Mesa Union School District of Ventura County, State of California, certify that this Resolution proposed by \_\_\_\_\_, seconded by \_\_\_\_\_, was duly passed and adopted by the Board, at an official and public meeting this 17th day of November, 2015, by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Secretary/Clerk of the Board

**MESA UNION ELEMENTARY SCHOOL DISTRICT  
ANNUAL AND FIVE-YEAR ACCOUNTING OF DEVELOPMENT FEES REPORT FOR FISCAL YEAR  
2014-2015 AS PER GC66001(D)  
EXHIBIT A  
ANNUAL REQUIREMENT**

**A. Brief description of the type of fee in the fund:**

The Developer Fee Fund identified herein contains statutory school facility fees imposed as a condition of development for both residential and commercial.

**B. The amount of the fee:**

The fees are based on a square foot charge. For elementary or high school districts sharing the fee with another district the fee is currently \$3.36 per square foot of assessable space of residential construction; and \$0.54 per square foot of covered and enclosed space of commercial/industrial construction; but subject to the district's determination that a particular project is exempt from all or part of these fees. Pursuant to Education Code section 17623 and agreement with the districts sharing territory with the district, generally only 66.67% of the maximum fee specified above is distributed to this district. Currently the district is collecting less than the District's share of the maximum Level I fees as follows: \$2.13 for residential projects and \$0.34 for commercial projects.

**C. The beginning and ending balance of the fund:**

See Exhibit C

**D. The amount of the fees collected and the interest earned:**

See Exhibit C

**E. An identification of each public improvement on which fees were expended and the amount of the expenditure on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.**

See Exhibit C

**F. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified.**

As of June 30, 2014, the Mesa Expansion project has been completed. The project was paid from developer fees, State facilities funds, General Obligation Bonds (\$4,000,000 approved by voters on June 3, 2008), and other District funds. The balance remaining in the Capital Facilities Fund will be used to fund future facility growth projects.

**G. A description of each interfund transfer or loan made from the fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an intervened loan, the date on which the loan will be repaid.**

N/A. The District has not made any such interfund transfers or loans.

**H. The amount of refunds made pursuant to subdivision (e) of section 66001 and any allocations pursuant to subdivision (f) of section 66001:**

See Exhibit C

**MESA UNION ELEMENTARY SCHOOL DISTRICT  
ANNUAL AND FIVE-YEAR ACCOUNTING OF DEVELOPMENT FEES REPORT FOR FISCAL YEAR  
2014-2015 AS PER GC66001(D)  
EXHIBIT B  
FIVE YEAR REQUIREMENT**

**1. Identification of the purpose to which the fee is to be put:**

With respect only to that portion of the Fund remaining unexpended at the end of the 2014-2015 Fiscal Year, the purpose of the fees is to finance the construction of the project known as "The Mesa Expansion Project".

**2. Demonstrate a reasonable relationship between the fee and the purpose for which it is charged.**

In reference to Government Code section 66001(d)(2), and with respect only to that portion of the Fund remaining unexpended at the end of the 2014-2015 Fiscal Year, the findings and evidence referenced above demonstrate that there is a reasonable relationship between the fees and the purpose for which it is charged.

See section 3.D of the Resolution

**3. Identify all sources and amounts of funding anticipated to complete financing and incomplete improvements identified in paragraph (2) of subdivision (a) (improvements identified by reference to a capital improvement plan as specified in sections 65403 or 66002 or in other public documents that identify the public facilities for which the fee is charged.)**

With respect only to that portion of the Fund remaining unexpended at the end of the 2014-2015 Fiscal Year, the sources and amounts of funding anticipated to complete financing in any incomplete improvements identified in (a) above are as follows:

Total ending balance, see Exhibit C.

**4. Designate the approximate dates on which the funding referred to in paragraph (3) is expected to be deposited into the appropriate account or fund.**

With respect only to that portion of the Fund remaining unexpended at the end of the 2014-2015 Fiscal Year, the following are the approximate dates on which the funding referred to in (3) above is expected to be deposited into the appropriate fund:

All funds are deposited into the Fund at the time of receipt. No loans have been made.



Detail for Dates 07/01/2014 to 06/30/2015

Fiscal Year 2014/15

Ref#	Pay To Name	Journal #	Description	Trans Date	Adopted Budget	Revised Budget	Debit	Credit	Account Balance
<b>Fund 251 - Dev Fees</b>									
(001842)	251-9791-0000-0-		BegFndBal, Unrestrict						
	BA15-00007		Adopted Budget, OB15-02, Fund 25	07/01/14	35,772.00	35,772.00			.00
	BB15-00009		Starting Balance From (9790 , Un	07/01/14			39,522.08		39,522.08-
	BB15-00009		Starting Balance From (9791 , Be	07/01/14				39,522.08	.00
	BB15-00009		Starting Balance From (9780 , Off	07/01/14				47,242.81	47,242.81
	BT15-00005		Actuals Beg Bal	09/15/14		11,471.00			47,242.81
			Account Total	06/30/15	35,772.00	47,243.00	39,522.08	86,764.89	
<b>(001830) 251-8660-0000-0-0000-0000-0000-0 Interest, Unrestrict, Und</b>									
	BA15-00007		Adopted Budget, OB15-02, Fund 25	07/01/14	160.00	160.00			160.00
	CT15-00390		INT 2015Q1P1 FUN 15JV-38067	10/22/14				14.55	145.45
	IFC15-00004		Trsf Int from 211 to 251	10/22/14				4.50	140.95
	CT15-00404		INT 2015Q1P2 FUN 15JV-38241	10/28/14				14.55	126.40
	CT15-00761		INT 2015Q2P1 FUN 15JV-38639	01/30/15				16.69	109.71
	CT15-00946		INT 2015Q2P2 FUN 15JV-38919	03/23/15				16.69	93.02
	BR15-00082		Budget Revision, BR15-04, Fund 25	05/12/15		20.00-			73.02
	CT15-01155		INT 2015Q3P1 FUN 15JV-39137	05/22/15				23.25	49.77
	CT15-01311		INT 2015Q3P2 FUN 15JV-39429	06/25/15				23.25	26.52
	GJ15-00063		1st and 2nd - 4th qtr interest A/R	06/30/15				52.64	26.12-
			Account Total	06/30/15	160.00	140.00		166.12	
<b>(00919) 251-8660-0000-0-0000-0000-0000-0 Interest, Unrestrict, Und</b>									
	GJ15-00010		Clear 4th qtr interest A/R	10/06/14				4.76	4.76-
	IFC15-00004		Trsf Int from 211 to 251	10/22/14				.87-	3.89-
	BR15-00082		Budget Revision, BR15-04, Fund 25	05/12/15		4.00			.11
			Account Total	06/30/15	.00	4.00		3.89	
			Total for Object 8660		160.00	144.00		170.01	26.01-
<b>(001831) 251-8681-0000-0-0000-0000-0000-0 DveloprFee, Unrestrict, U</b>									
	AR15-00039		Developer Fees	09/25/14				7,269.69	7,269.69-
	BR15-00042		Budget Revision, BR15-03, Fund 25	01/31/15		7,270.00			.31
	AR15-00163		Developer Fees	02/09/15				2,556.00	2,555.69-
	BR15-00082		Budget Revision, BR15-04, Fund 25	05/12/15		2,556.00			.31
	AR15-00275		Developer Fees	06/22/15				3,823.35	3,823.04-
			Account Total	06/30/15	.00	9,826.00		13,649.04	

Selection

Filtered by User Permissions, (Org = 603, Online/Offline = N, Fiscal Year = 2015, Unposted JEs? = N, Ref#? = Y, Assets and Liabilities? = N, Restricted? = Y, Fund = 251, Object Digits = 4, Page Break Lvl = )

ESCAPE ONLINE

Page 1 of 2

Fiscal03a

## Account Transaction Detail by Object-Balance

Detail for Dates 07/01/2014 to 06/30/2015				Fiscal Year 2014/15				
Ref#	Pay To Name	Journal #	Description	Trans Date	Adopted Budget	Revised Budget	Revenue	Account Balance
Fund 251 - Dev Fees								
Total for Revenue Accounts					160.00	9,970.00	13,819.05	3,849.05-

Ref#	Pay To Name	Journal #	Description	Trans Date	Adopted Budget	Revised Budget	Revenue	Account Balance
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(007523)	251-5750-0000-0-0000-7200-000-0000-0 DirCstIntr, Undistrib, Un							
	AR15-00039		3% to Capital	09/25/14			218.09	218.09-
	BR15-00042		Budget Revision, BR15-03, Fund 251	01/31/15		218.00		.09-
	AR15-00163		3% to Capital	02/09/15			76.68	76.77-
	BR15-00082		Budget Revision, BR15-04, Fund 251	05/12/15		77.00		.23
	AR15-00275		3% to Capital	06/22/15			114.70	114.47-
	Account Total			06/30/15	.00	295.00	.00	409.47

Ref#	Pay To Name	Journal #	Description	Trans Date	Adopted Budget	Revised Budget	Debit	Credit	Account Balance
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(008647)	251-9780-0000-0- - - - - OthAssignments, Unrestric								
	BA15-00007		Adopted Budget, OB15-02, Fund 251	07/01/14	35,932.00	35,932.00			.00
	BT15-00005		Actuals Beg Bal	09/15/14		11,471.00			.00
	BR15-00042		Budget Revision, BR15-03, Fund 251	01/31/15		7,052.00			.00
	BR15-00082		Budget Revision, BR15-04, Fund 251	05/12/15		2,463.00			.00
	Account Total			06/30/15	35,932.00	56,918.00	.00	.00	

Total for Org 603 and Fund 251									
Budgeted	Starting Balance	+ Revenues	- Encumbrances	- Expenditures				= Calculated Ending Balance	
Actual	47,243.00	9,970.00	.00	295.00				56,918.00	
	47,242.81	13,819.05		409.47				60,652.39	



**MJP Computers**  
**6085 King Dr., #102**  
**Ventura, CA 93003**

**TECHNOLOGIES, INC.**

# MJP Estimate

Date: 10/20/2015

Estimate # 200303

Web Site: www.mjp.net Phone #: (805) 981-9511

E-mail: mjp@mjp.net Fax # (805) 981-3775

Name / Address		Ship To	
Mesa Union Elementary School District 5189 Verdugo Way - Suite BSA Camarillo, CA 93012 ATTN: Accounts Payable **EMAIL & MAIL**		Mesa Union Elementary School District 3901 North Mesa School Road Somis, CA 93066 ATTN: Mark Neal	
		P.O. #	
		Contact: Mr. Turner	
Description	Qty	Cost	Total
Acer Travelmate B113-E 2810 SHAPE THE FUTURE Intel Celeron Processor 1017U (2MB cache, 1.60GHz) Storage: 320GB SATA hard drive, 5400RPM; 4GB RAM; 2-in-1 card reader LED TFT LCD: 11.6" (1366 x 768) Graphics: Integrated Intel HD Graphics Communications: Intel Centrino Advanced-N 6235 802.11a/b/g/n WLAN, Bluetooth, gigabit LAN, webcam. Choice of Windows 8.1 Pro (64-bit) or Windows 7 Professional (64-bit)	425	285.00	121,125.00T
California Electronic Waste Recycling Fee (Effective as of Jan. 1, 2013): -\$3 - 4" to 14.9" display -\$4 - 15" to 34.9" display -\$5 - 35" display and above *CMAS Contract #: 3-11-70-1811W---Supplemet 1	425	3.00	1,275.00
Free Pickup and delivery of defective devices during warranty period	425	3.00	1,275.00
White Glove services. Open boxes, load image ( Provided by client), configure, deliver and install ***** Complete service from receiving to delivering, disposing boxes *****	425	30.00	12,750.00
<b>Subtotal:</b>		\$136,425.00	
<b>Sales Tax: (7.5%)</b>		\$9,084.38	
<b>Total</b>			<b>\$145,509.38</b>

Quote Valid Until: 12/31/2015

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Customer Signature: \_\_\_\_\_



**MJP Computers**  
**6085 King Dr., #102**  
**Ventura, CA 93003**

**TECHNOLOGIES, INC.**

# MJP Estimate

Date: 10/20/2015

Estimate # 200307

Web Site: www.mjp.net Phone #: (805) 981-9511

E-mail: mjp@mjp.net Fax #: (805) 981-3775

Name / Address	Ship To
Mesa Union Elementary School District 5189 Verdugo Way - Suite BSA Camarillo, CA 93012 ATTN: Accounts Payable **EMAIL & MAIL**	Mesa Union Elementary School District 3901 North Mesa School Road Somis, CA 93066 ATTN: Irene Ramirez
	P.O. #
	Contact: Mr. Turner

Description	Qty	Cost	Total
Apple - iPad® mini 4 with Wi-Fi - 16GB - Space Gray  Model: MK6J2LL/A  •7.9" Retina Display with 2048 x 1536 resolution •Apple iOS 8 •16GB storage capacity •A8 chip with M8 motion coprocessor •Wi-Fi •5.0MP iSight camera with 1080p HD video recording	26	399.00	10,374.00T
California Electronic Waste Recycling Fee (Effective as of Jan. 1, 2013): -\$3 - 4" to 14.9" display -\$4 - 15" to 34.9" display -\$5 - 35" display and above	26	3.00	78.00
MAX709- Hand Stand -Full Articulating Two Arm Stand -Adjustable C-Clamp Mounts To Any Flat Surface -C-Clamp Has A Built-In Threaded Lock-nut For Increased - Security - -Tablet Mount Rotates 360 degrees / Secured With A Sliding and - Key Lock - * Compatible with all iPad models and most other Tablet Devices (7-11") DX709	26	145.00	3,770.00T
Apple TV - Digital multimedia receiver	26	68.50	1,781.00T
56782 High Speed HDMI Cable with Ethernet - 4K Ultra HD - Video / audio / network cable - HDMI - 30 AWG - 19 pin HDMI (M) - 19 pin HDMI (M) - 3 ft - shielded - black	26	8.50	221.00T
H2G2-42 Google Chromecast HDMI Streaming Media Player	26	35.50	923.00T

**Subtotal:** \$17,147.00 **Sales Tax: (7.5%)** \$1,280.18 **Total** \$18,427.18

Quote Valid Until: 12/31/2015

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Customer Signature: \_\_\_\_\_



**MJP Computers**  
**6085 King Dr., #102**  
**Ventura, CA 93003**

**TECHNOLOGIES, INC.**

# MJP Estimate

Date: 11/13/2015

Estimate # 200605

Web Site: www.mjp.net

Phone #: (805) 981-9511

E-mail: mjp@mjp.net

Fax #: (805) 981-3775

Name / Address		Ship To	
Mesa Union Elementary School District 5189 Verdugo Way - Suite BSA Camarillo, CA 93012 ATTN: Accounts Payable **EMAIL & MAIL**		Mesa Union Elementary School District 3901 North Mesa School Road Somis, CA 93066 ATTN: Mark Neal	
		P.O. #	
		Contact: Erica	
Description	Qty	Cost	Total
*NOTE: Pricing includes discount for qty 15 (free freight for qty 15)			0.00
YES CART FOR MINI LAPTOPS CHARGES UP TO 36 MINI-LAPTOPS: YESMORGMPW4	15	1,245.00	18,675.00T
Shipping/Handling - free dock-to-dock shipping for qty 15	1	0.00	0.00
Shipping/Handling - lift gate service	1	100.00	100.00
Shipping/Handling - inside delivery	1	120.00	120.00
<b>Subtotal:</b>		\$18,895.00	
<b>Sales Tax: (7.5%)</b>		\$1,400.63	
<b>Total</b>			<b>\$20,295.63</b>

Quote Valid Until: 12/13/2015

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Customer Signature: \_\_\_\_\_



Quote	Q0007469 <b>971</b>
Date	11/12/2015
Page	1

**Bill To:**

Mesa Union School District  
3901 North Mesa School Road  
Somis, CA 93066

**Ship To:**

Mesa Union School District  
3901 North Mesa School Road  
Somis CA 93066

Quote Number	Customer ID	Salesperson ID	Shipping Method	Payment Terms		Master No.
Q00074699	MUSD	rebeccar	BEST	Net 30		215,502
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
4	G4U47UT#ABA	HP PROBOOK 640 G1 I5-4200M 2.5G 4GB 180GB SSD 14IN DVE	Each	\$945.00	\$3,780.00	
4	CARECYCLE	CA Electronic Waste Recycling Fee	Each	\$3.00	\$12.00	

<b>Subtotal</b>	\$3,792.00
<b>Misc</b>	\$0.00
<b>Tax</b>	\$283.50
<b>Freight</b>	\$0.00
<b>Trade Discount</b>	\$0.00
<b>Total</b>	\$4,075.50



Magdaleno, Erica <egmagdaleno@mesaschool.org>

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## TV Order

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**W420 RCV** <w420rcv@costco.com>

Fri, Nov 13, 2015 at 1:07 PM

To: "Magdaleno, Erica" <egmagdaleno@mesaschool.org>

Erica,

This is Chip at Oxnard Costco and this is the info you asked for.

25 units of item 996030 at 749.99 for \$18,749.75.

This item has a vendor coupon for \$50 off at the register \$1,250.00-

CA E-waste fee of \$5.00 \$125.00

25 units of item 938842 wall mount \$124.99 for \$3,124.75

Total cost at this time with tax is \$23,749.46.

Hope this helps out.

Thanks,

**Chip Ertel**  
**Receiving Manager**  
**Oxnard # 420**  
**Phone # 805-983-0693**

[Quoted text hidden]

**Board of Trustees:**  
 Tonya Brunett  
 Mary Crull  
 Rick Murray  
 Bryan Stotko  
 Steven Sullivan



**Superintendent**  
 Jeff Turner  
**Principal**  
 Ryan Howatt

*"We teach students to create, connect, and collaborate—for life!"*

**TO:** Debra Mayes, Chief Negotiator  
 Mesa Union Teachers Association

**FROM:** Jeffrey Turner, Superintendent  
 Mesa Union School District

**DATE:** October 21, 2015

**RE:** Initial Reopener Proposal

The Mesa Union School District ("District") hereby presents its initial proposal for reopener negotiations for the 2015-2016 school year to the Mesa Union Teachers Association ("Association" or "MUTA"). This proposal is submitted pursuant to the Educational Employment Relations Act, Government Code section 3547, and incorporates the specific articles that the District wishes to include in its reopener contract negotiations with MUTA.

**ARTICLE XX: SCHOOL CALENDAR**

Propose modifying Article 20.2 to increase the school year by one day and have the day designated as a professional development day to be scheduled annually in August prior to the first day of instruction.

**ARTICLE XII: LEAVES**

Propose making modifications to Article 12 to reflect new Education Code section 44977.5 (effective January 1, 2016), which allows certificated employees to take 12 weeks of differential pay leave for "maternity or paternity" leave under the California Family Rights Act (CFRA) after exhausting "all available sick leave."

*The District proposes that any article not listed above remain status quo in the parties' current contract.*

**M.U.T.A.**

Mesa Union Teachers' Association  
3901 NORTH Mesa School Road  
Somis, CA 93066 (805) 485-1411

**Executive Officers:**

Trice McKenna/Debbie Mayes - Co-Presidents  
Matt Demaria - Vice-President  
Adele Steele - Secretary  
Betsy Willey - Treasurer

September 29, 2015

Dear Mr. Turner,

The Mesa Union Teachers' Association hereby presents its initial proposal for a successor collective bargaining agreement to the Mesa Union School District. We propose to open the following articles:

**XI Hours**

Propose adding a sub article to Article 11 addressing compensation for duties after contract hours.

**XX School Calendar**

Propose modifying Article 20.1 to assure teachers have adequate input in the development of the academic calendar.

Our bargaining team looks forward to working with you and the Board of Trustees in this year.

Sincerely,

Debbie Mayes and Trice McKenna  
MUTA Co-Presidents

*November 3, 2015*

*Mesa Union School District*

*3901 North Mesa School Road*

*Somis, CA 93066*

*Dear Mr. Turner and board members.*

*It is the intention of MUST to Sunshine Article No. 16.1.3 (salary schedule) for 2015-2016 in order to separate job titles which are grouped together.*

*Example: bilingual, physical education, special education, etc.*

*Yours truly,*

A handwritten signature in cursive script that reads "Karen Kerper".

*Karen Kerper*

*MUST President*

# Field Trip Request Form

 DISTRICT/CHARTER Mesa Union

 Trip Date Dec. 1 - 4, 2015 Destination The Outdoor School @ Rancho Alegre

 Type of Activity: ☒ Learning Activity ☐ Athletic Activity ☐ Other (please describe) \_\_\_\_\_

 Academic Focus/Purpose of Trip Outdoor Science ed.

Lunch Request \_\_\_\_\_

 Transportation: ☐ Sack ☐ Cafeteria ☐ Other ☐ Vehicle: Bus ☒ Contract Bus ☒ Van \* \_\_\_\_\_ Private Car \* ☒ (Ms. Wiley's car)

 Number of Students 64 Chaperones 2 Drivers 2 \* Uhaul ☒

 Departure time from School 8:30 AM - Dec. 1 (1 will be in car) Departure time from Destination 12:00 PM Dec. 4

 Bus to remain with group? ☐ Yes ☒ No Driver's Proof of Liability on File \_\_\_\_\_

List any other planned stops \_\_\_\_\_

 Teacher(s) Ms. Cindy Wiley & Ms. Trice McKenna Grade(s) 6

 Cost 1,093.56 Funding Source GF Bill to MESA Union School District Account # \_\_\_\_\_ (Program or Resource #)

 Approved ☒ Yes ☐ No Board Action ☐ Yes ☐ No Date of Board Action \_\_\_\_\_

 Applicant's Signature Cindy Wiley Principal's or Superintendent's Signature Jeffrey D. Turner

## Driver's Use Only

 Vehicle Number \_\_\_\_\_ Check in Time \_\_\_\_\_  
 Ending Odometer \_\_\_\_\_ Departure time from school \_\_\_\_\_  
 Beginning Odometer \_\_\_\_\_ Return time to school \_\_\_\_\_  
 Odometer difference \_\_\_\_\_ Check out time \_\_\_\_\_

Driver's Signature \_\_\_\_\_

## Use for Split Trips Only

 Vehicle Number \_\_\_\_\_ Departure time from school \_\_\_\_\_  
 Ending Odometer \_\_\_\_\_ Return time to school \_\_\_\_\_  
 Beginning Odometer \_\_\_\_\_ Check out time \_\_\_\_\_  
 Odometer difference \_\_\_\_\_

Driver's Signature \_\_\_\_\_

## District's Routing Instructions

 \_\_\_\_\_ Teacher(s) mark your calendars to avoid conflicts  
 \_\_\_\_\_ School Office Staff  
 \_\_\_\_\_ Kitchen Staff  
 \_\_\_\_\_ Other (List) \_\_\_\_\_

## BSA Office Use Only

 \_\_\_\_\_ x \_\_\_\_\_ = \_\_\_\_\_  
 Miles Rate TOTAL \_\_\_\_\_

\* Driver of his/her personal vehicle must submit an Employee/Volunteer Personal Vehicle Use form to the district office prior to trip.

White - Transportation Department

Yellow - BSA Office

Pink - District Approved Copy

Gold - Originator's Copy

# Update Guidesheets

## October 2015-Minor Revisions

22.50

### MINOR REVISIONS

\*\*\*Note: From time to time, relatively minor changes occur that affect the text of CSBA sample board policies, administrative regulations, and board bylaws but do not warrant reissuing the entire sample because the changes are limited. Such changes are highlighted in the following document, with strikethrough indicating material to be deleted and boldface type indicating material to be inserted.\*\*\*

\*\*\*Note: It is recommended that districts review the revisions and incorporate them in district materials as appropriate. Although the changes are minor, the district should still use its normal adoption process to adopt the board policies, administrative regulations, and/or board bylaws affected by these revisions.\*\*\*

\*\*\*Note: This document is separate from the Technical Revisions that are periodically issued by CSBA based on renumbering of laws, changes in cross-references, or corrections in Notes, legal references, or management resources. Those nonsubstantive revisions generally can be made in district materials without formal adoption.\*\*\*

\*\*\*Note: Parenthesised material indicates material to be deleted; ALL CAPS type indicates material to be inserted.\*\*\*

#### BP 0200 - Goals for the School District

Revise 3rd paragraph to reflect Education Code 52052, as amended by AB 104 (Ch. 13, Statutes of 2015), and 5 CCR 15497.5, as added by Register 2015, No. 2, as follows:

Goals shall be established for all students and each numerically significant subgroup as defined in Education Code 52052, which may include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, (and )foster youth, AND HOMELESS STUDENTS and shall address each of the state priorities identified in Education Code 52060 and any additional local priorities established by the Board. These goals shall be incorporated into the district's local control and accountability plan (LCAP). (Education Code 52060, 52062, 52063; 5 CCR (15497) 15497.5)

#### AR 0420.4 - Charter School Authorization

In section on "Components of Charter Petition," revise the paragraph in item #1 to reflect

Education Code 52052, as amended by AB 104 (Ch. 13, Statutes of 2015), as follows:

The petition shall include a description of annual goals for all students and for each numerically significant subgroup of students identified pursuant to Education Code 52052, including ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, (and) foster youth, AND HOMELESS STUDENTS. These goals shall be aligned with the state priorities listed in Education Code 52060 that apply to the grade levels served or the nature of the program operated by the charter school. The petition also shall describe specific annual actions to achieve those goals. The petition may identify additional priorities established by the charter school, goals aligned with those priorities, and specific annual actions to achieve those goals.

#### AR 0460 - Local Control and Accountability Plan

In section on "Goals and Actions Addressing State and Local Priorities," revise item #1 to reflect Education Code 52052, as amended by AB 104 (Ch. 13, Statutes of 2015), as follows:

1. A description of the annual goals established for all students and for each numerically significant subgroup as defined in Education Code 52052, including ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, (and) foster youth, AND HOMELESS STUDENTS. The LCAP shall identify goals for each of the following state priorities:

#### BP 0500 - Accountability

Revise 4th paragraph to reflect Education Code 52052, as amended by AB 104 (Ch. 13, Statutes of 2015), as follows:

The district and each district school shall demonstrate comparable improvement in academic achievement, as measured by the API, for all numerically significant student subgroups. Numerically significant subgroups include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, (and) foster youth, AND HOMELESS STUDENTS, when the subgroup consists of at least 30 students with a valid test score or 15 foster youth OR HOMELESS STUDENTS. (Education Code 52052)

#### BP 3100 - Budget

In section "Budget Development and Adoption," revise last paragraph of section to reflect Education Code 42127, as amended by SB 78 (Ch. 19, Statutes of 2015), as follows:

If the County Superintendent disapproves or conditionally approves the district's budget, the Board shall review and respond to his/her recommendations at a public meeting on or before (September) OCTOBER 8. The response shall include any revisions to the adopted budget and any other proposed actions to be taken as a result of those recommendations. (Education Code 42127)

## AR 3100 - Budget

In section "Budget Review Committee for Disapproved Budgets," revise 4th paragraph of section to reflect Education Code 42127.3, as amended by SB 78 (Ch. 19, Statutes of 2015), as follows:

If the SPI disapproves the district budget after reviewing the committee's report and the district's response, the Board shall consult with the County Superintendent as he/she develops and adopts, by (November 30) DECEMBER 31, a fiscal plan and budget that will allow the district to meet its financial obligations. For the current fiscal year, the district shall operate in accordance with the budget adopted by the County Superintendent. (Education Code 42127.3)

## AR 4161.11/4261.11/4361.11 - Industrial Accident/Illness Leave

Delete 7th paragraph to reflect Education Code 44984 and 45192, as amended by AB 915 (Ch. 58, Statutes of 2015), as follows:

(Any employee receiving benefits under this leave shall, during periods of injury or illness, remain within California unless the Governing Board authorizes travel outside the state. (Education Code 44984, 45192))

## AR 6145.2 - Athletic Competition

In section on "Parental Notifications," revise item #2 to reflect Education Code 221.8, as amended and renumbered by AB 1538 (Ch. 43, Statutes of 2015), as follows:

2. Includes a copy of (the Athletes' Bill of Rights) STUDENTS' TITLE IX RIGHTS pursuant to Education Code (271)221.8

## BP 6151 - Class Size

Under the paragraph on page (b) regarding class size at the secondary level, add paragraph to reflect Education Code 56441.5, as amended by SB 436 (Ch. 386, Statutes of 2015), as follows:

FOR STUDENTS WHO REQUIRE SPECIAL EDUCATION AND RELATED SERVICES, THE RATIO OF INSTRUCTIONAL ADULTS TO STUDENTS IN GROUP SERVICES SHALL BE DEPENDENT ON THE NEEDS OF THE STUDENTS. HOWEVER, FOR CHILDREN AGES 3-5 YEARS WHO ARE PLACED IN GROUP SERVICES, THE TEACHER-CHILD RATIO SHALL BE LESS THAN 1:24 AND THE ADULT-CHILD RATIO SHALL BE LESS THAN 1:8. FOR CHILDREN AGES 3-5 YEARS WHO ARE IDENTIFIED AS SEVERELY DISABLED, THE RATIO OF INSTRUCTIONAL ADULTS TO CHILDREN SHALL NOT EXCEED 1:5. (EDUCATION CODE 8264.8, 56441.5)

## AR 6158 - Independent Study

In section on "Assignment and Responsibilities of Independent Study Teachers," revise 2nd paragraph of section to reflect Education Code 51745.6, as amended by AB 104 (Ch. 13, Statutes of 2015), as follows:

The ratio of student average daily attendance for independent study students age 18 years or younger to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all other education programs (at the applicable grade span) in the district, unless a new higher or lower (grade span) ratio for all other educational programs offered (within the grade span) is negotiated in a collective bargaining agreement or the district enters into a memorandum of understanding that indicates an existing collective bargaining agreement contains an alternative (grade span) ratio. (Education Code 51745.6)

#### BP 6170.1 - Transitional Kindergarten

In section on "Eligibility," revise last paragraph of section to reflect Education Code 48000, as amended by AB 104 (Ch. 13, Statutes of 2015), and add legal citation, as follows:

The district may, AT ANY TIME DURING THE SCHOOL YEAR, admit into the TK program a child whose fifth birthday is after December 2 OF THAT SAME SCHOOL YEAR, provided that (the child is admitted during the school year on or after his/her fifth birthday and) the Superintendent or designee recommends that enrollment in a TK program is in the child's best interest. Prior to such enrollment, the child's parents/guardians shall be provided information regarding the advantages and disadvantages and any other explanatory information about the effect of early admittance. (EDUCATION CODE 48000)

## Goals For The School District

As part of the Governing Board's responsibility to set direction for the school district, the Board shall adopt long-term goals focused on the achievement of all district students. The district's goals shall be aligned with the district's vision, mission, philosophy, and priorities.

*(cf. 0000 - Vision)*

*(cf. 0100 - Philosophy)*

*(cf. 9000 - Role of the Board)*

In developing goals and identifying strategies to achieve those goals, the Board and Superintendent shall solicit input and review from key stakeholders. The Board shall also review and consider quantitative and/or qualitative data, including data disaggregated by student subgroup and school site, to ensure that district goals are aligned with student needs.

Goals shall be established for all students and each numerically significant subgroup as defined in Education Code 52052, which may include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, and foster youth, and homeless students shall address each of the state priorities identified in Education Code 52060 and any additional local priorities established by the Board. These goals shall be incorporated into the district's local control and accountability plan (LCAP). (Education Code 52060, 52062, 52063; 5 CCR 15497)

*(cf. 0460 - Local Control and Accountability Plan)*

*(cf. 3553 - Free and Reduced Price Meals)*

*(cf. 6159 - Individualized Education Program)*

*(cf. 6173.1 - Education for Foster Youth)*

*(cf. 6174 - Education for English Language Learners)*

The LCAP shall include a clear description of each goal, one or more of the state or local priorities addressed by the goal, any student subgroup(s) or school site(s) to which the goal is applicable, and expected progress toward meeting the goal for the term of the LCAP and in each year. (5 CCR 15497)

Each year the district's update to the LCAP shall review progress toward the goals and describe any changes to the goals. (Education Code 52060-52061)

*(cf. 0500 - Accountability)*

*(cf. 6190 - Evaluation of the Instructional Program)*

In addition to the goals identified in the LCAP, and consistent with those goals, the district and each school site may establish goals for inclusion in another district or school plan or for any other purpose. Such goals may address the improvement of governance, leadership, fiscal integrity, facilities, community involvement and collaboration, student wellness and other conditions of children, and/or any other areas of district or school operations. As appropriate, each goal shall include benchmarks or short-term objectives that can be used to determine

progress toward meeting the goal.

(cf. 0400 - *Comprehensive Plans*)  
 (cf. 0420 - *School Plans/Site Councils*)  
 (cf. 0440 - *District Technology Plan*)  
 (cf. 5030 - *Student Wellness*)  
 (cf. 6171 - *Title I Programs*)  
 (cf. 7110 - *Facilities Master Plan*)

**Legal Reference:**

**EDUCATION CODE**

*17002 State School Building Lease-Purchase Law, including definition of good repair*  
*42238.01-42238.07 Local control funding formula*  
*44258.9 County superintendent review of teacher assignment*  
*51002 Local development of programs based on stated philosophy and goals*  
*51020 Definition of goal*  
*51021 Definition of objective*  
*51041 Evaluation of the educational program*  
*51210 Course of study for grades 1-6*  
*51220 Course of study for grades 7-12*  
*52050-52059 Public Schools Accountability Act, especially:*  
*52052 Academic Performance Index; numerically significant student subgroups*  
*52060-52077 Local control and accountability plan*  
*60119 Sufficiency of textbooks and instructional materials; hearing and resolution*  
*64000-64001 Consolidated application process*  
**CODE OF REGULATIONS, TITLE 5**  
*15497 Local control and accountability plan template*  
**UNITED STATES CODE, TITLE 20**  
*6311 Accountability, adequate yearly progress*  
*6312 Local educational agency plan*

**Management Resources:**

**CSBA PUBLICATIONS**

*State Priorities for Funding: The Need for Local Control and Accountability Plans, Fact Sheet, August 2013*

**WEB SITES**

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

(3/03 7/08) 4/14 Revised 10/2015

## Charter School Authorization

### Petition Signatures

A petition for the establishment of a start-up charter school must be signed by either of the following: (Education Code 47605)

1. A number of parents/guardians equivalent to at least one-half of the number of students that the charter school estimates will enroll in the school for its first year of operation
2. A number of teachers equivalent to at least one-half of the total number of teachers that the charter school estimates will be employed at the school during its first year of operation

If the charter petition calls for an existing public school to be converted to a charter school, the petition must be signed by at least 50 percent of the permanent status teachers currently employed at the school. (Education Code 47605)

*(cf. 4116 - Permanent/Probationary Status)*

In circulating a petition, the petitioners shall include a prominent statement explaining that a parent/guardian's signature means that the parent/guardian is meaningfully interested in having his/her child attend the charter school or, in the case of a teacher's signature, that the teacher is meaningfully interested in teaching at the charter school. The proposed charter shall be attached to the petition. (Education Code 47605)

### Advisory Committee

At his/her discretion, the Superintendent or designee may establish a staff advisory committee to evaluate the completeness of a petition or the merits of a proposed educational program and to identify any concerns that should be addressed by the petitioners. The Superintendent or designee shall also consult with legal counsel, as appropriate, regarding compliance of the charter proposals with legal requirements.

*(cf. 2230 - Representative and Deliberative Groups)*

### Components of Charter Petition

The charter petition shall include affirmations of the conditions described in Education Code 47605(d) as well as reasonably comprehensive descriptions of: (Education Code 47605, 47611.5)

1. The educational program of the school, designed, among other things, to identify those whom the school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling students to become self-motivated, competent, and lifelong learners.

The petition shall include a description of annual goals for all students and for each numerically significant subgroup of students identified pursuant to Education Code 52052, including ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, and foster youth and homeless students. These goals shall be aligned with the state priorities listed in Education Code 52060 that apply to the grade levels served or the nature of the program operated by the charter school. The petition also shall describe specific annual actions to achieve those goals. The petition may identify additional priorities established by the charter school, goals aligned with those priorities, and specific annual actions to achieve those goals.

*(cf. 0420.41 - Charter School Oversight)*  
*(cf. 0460 - Local Control and Accountability Plan)*

If the proposed school will serve high school students, the petition shall describe the manner in which the charter school will inform parents/guardians about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable, and courses approved by the University of California or the California State University as creditable under the "a-g" admissions criteria may be considered to meet college entrance requirements.

2. The measurable student outcomes identified for use by the charter school. Student outcomes means the extent to which all students of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school's educational program, including outcomes that address increases in student academic achievement both schoolwide and for each numerically significant subgroup of students served by the charter school. The student outcomes shall align with the state priorities identified in Education Code 52060 that apply for the grade levels served or the nature of the program operated by the charter school.
3. The method by which student progress in meeting the identified student outcomes is to be measured. To the extent practicable, the method for measuring student outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.

*(cf. 0510 - School Accountability Report Card)*

4. The governance structure of the school, including, but not limited to, the process to be followed by the school to ensure parent/guardian involvement.
5. The qualifications to be met by individuals to be employed by the school.
6. The procedures that the school will follow to ensure the health and safety of students and staff, including the requirement that each school employee furnish the school with a criminal record summary as described in Education Code 44237.
7. The means by which the school will achieve a racial and ethnic balance among its students that is reflective of the general population residing within the district's territorial

jurisdiction.

8. Admission requirements, if applicable.
9. The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the Governing Board's satisfaction.
10. The procedures by which students can be suspended or expelled.
11. The manner by which staff members of the charter school will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security.
12. The public school attendance alternatives for students residing within the district who choose to not attend the charter school.
13. A description of the rights of any district employee upon leaving district employment to work in the charter school and of any rights of return to the district after employment at the charter school.
14. The procedures to be followed by the charter school and the Board to resolve disputes relating to charter provisions.
15. A declaration as to whether or not the charter school shall be deemed the exclusive public school employer of the school's employees for purposes of collective bargaining under Government Code 3540-3549.3.
16. The procedures to be used if the charter school closes, including, but not limited to: (5 CCR 11962)
  - a. Designation of a responsible entity to conduct closure-related activities
  - b. Notification to parents/guardians, the Board, the county office of education, the special education local plan area in which the school participates, the retirement systems in which the school's employees participate, and the California Department of Education, providing at least the following information:
    - (1) The effective date of the closure
    - (2) The name(s) and contact information of the person(s) to whom reasonable inquiries may be made regarding the closure
    - (3) The students' districts of residence
    - (4) The manner in which parents/guardians may obtain copies of student records, including specific information on completed courses and credits that meet graduation requirements

- c. Provision of a list of students at each grade level, the classes they have completed, and their districts of residence to the responsible entity designated in accordance with item #16a above
- d. Transfer and maintenance of all student records, all state assessment results, and any special education records to the custody of the responsible entity designated in accordance with item #16a above, except for records and/or assessment results that the charter may require to be transferred to a different entity
- e. Transfer and maintenance of personnel records in accordance with applicable law
- f. Completion of an independent final audit within six months after the closure of the school that includes an accounting of all financial assets and liabilities pursuant to 5 CCR 11962 and an assessment of the disposition of any restricted funds received by or due to the school
- g. Disposal of any net assets remaining after all liabilities of the school have been paid or otherwise addressed pursuant to 5 CCR 11962
- h. Completion and filing of any annual reports required pursuant to Education Code 47604.33
- i. Identification of funding for the activities identified in item #16a-h above

Charter school petitioners shall provide information to the Board regarding the proposed operation and potential effects of the school, including, but not limited to: (Education Code 47605)

- 1. The facilities to be used by the school, including where the school intends to locate  
*(cf. 7160 - Charter School Facilities)*
- 2. The manner in which administrative services of the school are to be provided
- 3. Potential civil liability effects, if any, upon the school and district
- 4. Financial statements that include a proposed first-year operational budget, including start-up costs and cash-flow and financial projections for the first three years of operation

#### Location of Charter School

Unless otherwise exempted by law, the charter petition shall identify a single charter school that will operate within the geographic boundaries of the district. A charter school may propose to operate at multiple sites within the district as long as each location is identified in the petition. (Education Code 47605, 47605.1)

A charter school that is unable to locate within the district's jurisdictional boundaries may establish one site outside district boundaries but within the county, provided that: (Education Code 47605, 47605.1)

1. The district is notified prior to approval of the petition.
2. The County Superintendent of Schools and Superintendent of Public Instruction are notified before the charter school begins operations.
3. The charter school has attempted to locate a single site or facility to house the entire program but such a facility or site is unavailable in the area in which the school chooses to locate, or the site is needed for temporary use during a construction or expansion project.

A charter school may establish and locate a resource center, meeting space, or other satellite facility in an adjacent county if both of the following conditions are met: (Education Code 47605.1)

1. The facility is used exclusively for the educational support of students who are enrolled in nonclassroom-based independent study of the charter school.
2. The charter school provides its primary educational services in, and a majority of the students it serves are residents of, the county in which the school is authorized.

(3/12 11/12) 10/13 Revised 10/2015

## Local Control And Accountability Plan

AR 0460

### Philosophy, Goals, Objectives and Comprehensive Plans

#### Content of the Plan

The district's local control and accountability plan (LCAP) shall include, for the district and each district school: (Education Code 52060)

1. A description of the annual goals established for all students and for each numerically significant subgroup as defined in Education Code 52052, including ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, and foster youth and homeless students. The LCAP shall identify goals for each of the following state priorities:

- a. The degree to which district teachers are appropriately assigned in accordance with Education Code 44258.9 and fully credentialed in the subject areas and for the students they are teaching; every district student has sufficient access to standards-aligned instructional materials as determined pursuant to Education Code 60119; and school facilities are maintained in good repair as specified in Education Code 17002

*(cf. 1312.4 - Williams Uniform Complaint Procedures)*

*(cf. 3517 - Facilities Inspection)*

*(cf. 4112.2 - Certification)*

*(cf. 4113 - Assignment)*

*(cf. 6161.1 - Selection and Evaluation of Instructional Materials)*

- b. Implementation of the academic content and performance standards adopted by the State Board of Education (SBE), including how the programs and services will enable English learners to access the Common Core State Standards and the English language development standards for purposes of gaining academic content knowledge and English language proficiency

*(cf. 6011 - Academic Standards)*

*(cf. 6174 - Education for English Language Learners)*

- c. Parent/guardian involvement, including efforts the district makes to seek parent/guardian input in district and school site decision making and how the district will promote parent/guardian participation in programs for unduplicated students, as defined in Education Code 42238.02 and Board policy

*(cf. 3553 - Free and Reduced Price Meals)*

*(cf. 6020 - Parent Involvement)*

*(cf. 6159 - Individualized Education Program)*

*(cf. 6173.1 - Education for Foster Youth)*

- d. Student achievement, as measured by all of the following as applicable:
  - (1) Statewide assessments of student achievement
  - (2) Academic Performance Index
  - (3) The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study that satisfy specified requirements and align with SBE-approved career technical education standards and frameworks, including, but not limited to, those described in Education Code 52302, 52372.5, or 54692
  - (4) The percentage of English learners who make progress toward English proficiency as measured by the SBE-certified assessment of English proficiency
  - (5) The English learner reclassification rate
  - (6) The percentage of students who have passed an advanced placement examination with a score of 3 or higher
  - (7) The percentage of students who participate in and demonstrate college preparedness in the Early Assessment Program pursuant to Education Code 99300-99301

*(cf. 0500 - Accountability)*  
*(cf. 6141.5 - Advanced Placement)*  
*(cf. 6162.5 - Student Assessment)*  
*(cf. 6162.51 - State Academic Achievement Tests)*  
*(cf. 6178 - Career Technical Education)*

- e. Student engagement, as measured by school attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, and high school graduation rates, as applicable

*(cf. 6146.1 - High School Graduation Requirements)*  
*(cf. 5113.1 - Chronic Absence and Truancy)*  
*(cf. 5147 - Dropout Prevention)*  
*(cf. 5149 - At-Risk Students)*

- f. School climate, as measured by student suspension and expulsion rates and other local measures, including surveys of students, parents/guardians, and teachers on the sense of safety and school connectedness, as applicable

*(cf. 5137 - Positive School Climate)*

*(cf. 5144 - Discipline)*

*(cf. 5144.1 - Suspension and Expulsion/Due Process)*

*(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*

- g. The extent to which students have access to and are enrolled in a broad course of study that includes all of the subject areas described in Education Code 51210 and 51220, as applicable, including the programs and services developed and provided to unduplicated students and students with disabilities, and the programs and services that are provided to benefit these students as a result of supplemental and concentration grant funding pursuant to Education Code 42238.02 and 42238.03

*(cf. 6143 - Courses of Study)*

- h. Student outcomes, if available, in the subject areas described in Education Code 51210 and 51220, as applicable

- 2. Any goals identified for any local priorities established by the Board.

*(cf. 0200 - Goals for the School District)*

- 3. A description of the specific actions the district will take during each year of the LCAP to achieve the identified goals, including the enumeration of any specific actions necessary for that year to correct any deficiencies in regard to the state and local priorities specified in items #1-2 above. Such actions shall not supersede provisions of existing collective bargaining agreements within the district.

For purposes of the descriptions required by items #1-3 above, the Board may consider qualitative information, including, but not limited to, findings that result from any school quality reviews conducted pursuant to Education Code 52052 or any other reviews. (Education Code 52060)

For any local priorities addressed in the LCAP, the Board and Superintendent or designee shall identify the method for measuring the district's progress toward achieving those goals. (Education Code 52060)

To the extent practicable, data reported in the LCAP shall be reported in a manner consistent with how information is reported on a school accountability report card. (Education Code 52060)

*(cf. 0510 - School Accountability Report Card)*

#### Annual Updates

On or before July 1 of each year, the LCAP shall be updated using the template developed by the

SBE and shall include all of the following: (Education Code 52061)

1. A review of any changes in the applicability of the goals described in the existing LCAP pursuant to the section "Content of the Plan" above
2. A review of the progress toward the goals included in the existing LCAP, an assessment of the effectiveness of the specific actions described in the existing LCAP toward achieving the goals, and a description of changes to the specific actions the district will make as a result of the review and assessment
3. A listing and description of the expenditures for the fiscal year implementing the specific actions included in the LCAP and the changes to the specific actions made as a result of the reviews and assessment required by items #1-2 above
4. A listing and description of expenditures for the fiscal year that will serve unduplicated students and students redesignated as fluent English proficient

#### Availability of the Plan

The Superintendent or designee shall post the LCAP and any updates or revisions to the LCAP on the district's web site. (Education Code 52065)

(cf. 1113 - District and School Web Sites)

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## Accountability

The Governing Board recognizes its responsibility to ensure accountability to the public for the performance of district schools. The Board shall regularly review the effectiveness of the district's programs, personnel, and fiscal operations, with a focus on the district's effectiveness in improving student achievement. The Board shall establish appropriate processes and measures to monitor results and to evaluate progress toward accomplishing the district's vision and goals.

*(cf. 0000 - Vision)*  
*(cf. 0200 - Goals for the School District)*  
*(cf. 2140 - Evaluation of the Superintendent)*  
*(cf. 3460 - Financial Accountability and Reports)*  
*(cf. 4115 - Evaluation/Supervision)*  
*(cf. 4215 - Evaluation/Supervision)*  
*(cf. 4315 - Evaluation/Supervision)*  
*(cf. 6011 - Academic Standards)*  
*(cf. 6141 - Curriculum Development and Evaluation)*  
*(cf. 6190 - Evaluation of the Instructional Program)*  
*(cf. 9400 - Board Self-Evaluation)*

Indicators of district progress in improving student achievement shall include, but are not limited to, the state Academic Performance Index (API) and the measures of "adequate yearly progress" (AYP) required under the federal accountability system.

*(cf. 6162.5 - Student Assessment)*  
*(cf. 6162.51 - State Academic Achievement Tests)*  
*(cf. 6162.52 - High School Exit Examination)*

Alternative schools serving high-risk student populations, including continuation high schools, opportunity schools, and community day schools, shall be subject to an alternative accountability system established by the Superintendent of Public Instruction. (Education Code 52052)

The district and each district school shall demonstrate comparable improvement in academic achievement, as measured by the API, for all numerically significant student subgroups. Numerically significant subgroups include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, and foster youth, and homeless students, when the subgroup consists of at least 30 students with a valid test score or 15 foster youth or homeless students. (Education Code 52052)

The Superintendent shall provide regular reports to the Board and the public regarding district and school performance. Opportunities for feedback from students, parents/guardians, staff, and community members shall be made available as part of any review and evaluation of district programs and operations and as part of the development or annual update of the local control and accountability plan (LCAP).

*(cf. 0460 - Local Control and Accountability Plan)*

*(cf. 0510 - School Accountability Report Card)*  
*(cf. 1100 - Communication with the Public)*  
*(cf. 1112 - Media Relations)*  
*(cf. 1220 - Citizen Advisory Committees)*  
*(cf. 6020 - Parent Involvement)*

Evaluation results may be used as a basis for revising district or school goals, updating the LCAP or other comprehensive plans, identifying and developing strategies to address disparities in achievement among student subgroups, implementing programmatic changes, determining the need for additional support and assistance, awarding incentives or rewards, and establishing other performance-based consequences.

*(cf. 0400 - Comprehensive Plans)*  
*(cf. 0420 - School Plans/Site Councils)*  
*(cf. 0520.2 - Title I Program Improvement Schools)*  
*(cf. 0520.3 - Title I Program Improvement Districts)*  
*(cf. 0520.4 - Quality Education Investment Schools)*  
*(cf. 4141/4241 - Collective Bargaining Agreement)*

**Legal Reference:**

**EDUCATION CODE**

*33127-33129 Standards and criteria for fiscal accountability*  
*33400-33407 California Department of Education evaluation of district programs*  
*44660-44665 Evaluation of certificated employees*  
*51041 Evaluation of the educational program*  
*52052-52052.1 Academic Performance Index*  
*52055.57-52055.59 Districts identified or at risk of identification for program improvement*  
*52060-52077 Local control and accountability plan*

**CODE OF REGULATIONS, TITLE 5**

*1068-1074 Alternative schools accountability model, assessments*  
*15440-15463 Standards and criteria for fiscal accountability*

**UNITED STATES CODE, TITLE 20**

*6311 Accountability, adequate yearly progress*  
*6312 Local educational agency plan*  
*6316 School and district improvement*  
**CODE OF FEDERAL REGULATIONS, TITLE 34**  
*200.13-200.20 Adequate yearly progress*  
*200.30-200.53 Program improvement*

**Management Resources:**

**WEB SITES**

*CSBA: <http://www.csba.org>*  
*California Department of Education, Accountability: <http://www.cde.ca.gov/ta/ac>*  
*U.S. Department of Education: <http://www.ed.gov>*

(7/99 3/06) 10/13 Revised 10/2015

## Budget

The Governing Board recognizes its critical responsibility for adopting a sound budget for each fiscal year which is aligned with the district's vision, goals, priorities, local control and accountability plan (LCAP), and other comprehensive plans. The district budget shall guide decisions and actions throughout the year and shall serve as a tool for monitoring the fiscal health of the district.

*(cf. 0000 - Vision)*  
*(cf. 0200 - Goals for the School District)*  
*(cf. 0400 - Comprehensive Plans)*  
*(cf. 0460 - Local Control and Accountability Plan)*  
*(cf. 3300 - Expenditures and Purchases)*  
*(cf. 3460 - Financial Reports and Accountability)*  
*(cf. 9000 - Role of the Board)*

The district budget shall show a complete plan and itemized statement of all proposed expenditures and all estimated revenues for the following fiscal year, together with a comparison of revenues and expenditures for the current fiscal year. The budget shall also include the appropriations limit and the total annual appropriations subject to limitation as determined pursuant to Government Code 7900-7914. (Education Code 42122)

### Budget Development and Adoption Process

In order to provide guidance in the development of the budget, the Board shall annually establish budget priorities based on identified district needs and goals and on realistic projections of available funds.

The Superintendent or designee shall oversee the preparation of a proposed district budget for approval by the Board and shall involve appropriate staff in the development of budget projections.

The Board shall hold a public hearing on the proposed budget in accordance with Education Code 42103 and 42127.

*(cf. 9320 - Meetings and Notices)*  
*(cf. 9322 - Agenda/Meeting Materials)*  
*(cf. 9323 - Meeting Conduct)*

The Board shall adopt the district budget on or before July 1 of each year. (Education Code 42127)

At a public meeting held on a date after the public hearing on the budget, the Board shall adopt the budget following its adoption of the LCAP or an annual update to the LCAP at the same

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meeting. The budget shall include the expenditures necessary to implement the LCAP or the annual update to the LCAP. (Education Code 42127)

The budget that is formally adopted by the Board shall adhere to the state's Standardized Account Code Structure as prescribed by the Superintendent of Public Instruction. (Education Code 42126, 42127)

The Superintendent or designee may supplement this format with additional information as necessary to effectively communicate the budget to the Board, staff, and public.

No later than five days after the Board adopts the district budget or by July 1, whichever occurs first, the Board shall file with the County Superintendent of Schools the adopted district budget and supporting data. The budget and supporting data shall be maintained and made available for public review. (Education Code 42127)

*(cf. 1340 - Access to District Records)*

If the County Superintendent disapproves or conditionally approves the district's budget, the Board shall review and respond to his/her recommendations at a public meeting on or before October 8. The response shall include any revisions to the adopted budget and any other proposed actions to be taken as a result of those recommendations. (Education Code 42127)

#### Budget Criteria and Standards

The Superintendent or designee shall develop a district budget in accordance with state criteria and standards specified in 5 CCR 15440-15450 as they relate to projections of average daily attendance (ADA), enrollment, ratio of ADA to enrollment, local control funding formula revenue, salaries and benefits, other revenues and expenditures, facilities maintenance, deficit spending, unrestricted general fund balance, and reserves. In addition, he/she shall provide the supplemental information specified in 5 CCR 15451 which addresses the methodology and budget assumptions used, contingent liabilities, use of one-time revenues for ongoing expenditures, use of ongoing revenues for one-time expenditures, contingent revenues, contributions, long-term commitments, unfunded liabilities, status of collective bargaining agreements, the LCAP, and LCAP expenditures. (Education Code 33128, 33128.3, 33129, 42127.01; 5 CCR 15440-15451)

The district budget shall provide for increasing or improving services for unduplicated students at least in proportion to the increase in funds apportioned on the basis of the number and concentration of unduplicated students. Unduplicated students are students who are eligible for free or reduced-price meals, English learners, and/or foster youth. (Education Code 42238.07; 5 CCR 15496)

*(cf. 3553 - Free and Reduced Price Meals)*  
*(cf. 6173.1 - Education for Foster Youth)*

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*(cf. 6174 - Education for English Language Learners)*

The Board may establish other budget assumptions or parameters which may take into consideration the stability of funding sources, legal requirements and constraints on the use of funds, anticipated increases and/or decreases in the cost of services and supplies, program requirements, and any other factors necessary to ensure that the budget is a realistic plan for district revenues and expenditures.

*(cf. 2210 - Administrative Discretion Regarding Board Policy)*

*(cf. 3110 - Transfer of Funds)*

#### Fund Balance

The district shall classify fund balances in compliance with Governmental Accounting Standards Board (GASB) Statement 54, as follows:

1. Nonspendable fund balance includes amounts that are not expected to be converted to cash, such as resources that are not in a spendable form (e.g., inventories and prepaids) or that are legally or contractually required to be maintained intact.
2. Restricted fund balance includes amounts constrained to specific purposes by their providers or by law.
3. Committed fund balance includes amounts constrained to specific purposes by the Board.

For this purpose, all commitments of funds shall be approved by a majority vote of the Board. The constraints shall be imposed no later than the end of the reporting period (June 30), although the actual amounts may be determined subsequent to that date but prior to the issuance of the financial statements.

4. Assigned fund balance includes amounts which are intended for a specific purpose but do not meet the criteria to be classified as restricted or committed.

The Board delegates authority to assign funds to the assigned fund balance to the Superintendent and authorizes the assignment of such funds to be made any time prior to the issuance of the financial statements. The Superintendent may further delegate the authority to assign funds at his/her discretion.

5. Unassigned fund balance includes amounts that are available for any purpose.

When multiple types of funds are available for an expenditure, the district shall first utilize funds from the restricted fund balance as appropriate, then from the committed fund balance, then from the assigned fund balance, and lastly from the unassigned fund balance.

The Board intends to maintain a minimum assigned and unassigned fund balance in an amount the Board deems sufficient to maintain fiscal solvency and stability and to protect the district against unforeseen circumstances.

If the assigned and unassigned fund balance falls below the level set by the Board due to an emergency situation, unexpected expenditures, or revenue shortfalls, the Board shall develop a plan to recover the fund balance which may include dedicating new unrestricted revenues, reducing expenditures, and/or increasing revenues or pursuing other funding sources.

#### Long-Term Financial Obligations

The district's current-year budget and multiyear projections shall include adequate provisions for addressing the district's long-term financial obligations, including, but not limited to, long-term obligations resulting from collective bargaining agreements, financing of facilities projects, unfunded or future liability for retiree benefits, and accrued workers' compensation claims.

*(cf. 4141/4241 - Collective Bargaining Agreement)*

*(cf. 4154/4254/4354 - Health and Welfare Benefits)*

*(cf. 7210 - Facilities Financing)*

*(cf. 9250 - Remuneration, Reimbursement and Other Benefits)*

The Board shall approve a plan for meeting the district's long-term obligations to fund nonpension, other postemployment benefits (OPEBs). This plan shall include a specific funding strategy and the method that will be used to finance the district's annual fiscal obligations for such benefits in a manner that continually reduces the deficit to the district to the extent possible. The Board reserves the authority to review and amend the funding strategy as necessary to ensure that it continues to serve the best interests of the district and maintains flexibility to adjust for changing budgetary considerations.

When the Superintendent or designee presents a report to the Board on the estimated accrued but unfunded cost of OPEBs, the Board shall disclose, as a separate agenda item at the same meeting, whether or not it will reserve a sufficient amount of money in its budget to fund the present value of the benefits of existing retirees and/or the future cost of employees who are eligible for benefits in the current fiscal year. (Education Code 42140)

When the Superintendent or designee presents a report to the Board on the estimated accrued but unfunded cost of workers' compensation claims, the Board shall disclose, as a separate agenda item at the same meeting, whether or not it will reserve in the budget sufficient amounts to fund the present value of accrued but unfunded workers' compensation claims or if it is otherwise decreasing the amount in its workers' compensation reserve fund. The Board shall annually certify to the County Superintendent the amount, if any, that it has decided to reserve in the budget for these costs. The Board shall submit to the County Superintendent any budget revisions that may be necessary to account for this budget reserve. (Education Code 42141)

## Budget Amendments

No later than 45 days after the Governor signs the annual Budget Act, the Superintendent or designee shall make available for public review any revisions in budgeted revenues and expenditures which occur as a result of the funding made available by that Budget Act. (Education Code 42127)

Whenever revenues and expenditures change significantly throughout the year, the Superintendent or designee shall recommend budget amendments to ensure accurate projections of the district's net ending balance. When final figures for the prior-year budget are available, this information shall be used as soon as possible to update the current-year budget's beginning balance and projected revenues and expenditures.

In addition, budget amendments shall be submitted for Board approval as necessary when collective bargaining agreements are accepted, district income declines, increased revenues or unanticipated savings are made available to the district, program proposals are significantly different from those approved during budget adoption, interfund transfers are needed to meet actual program expenditures, and/or other significant changes occur that impact budget projections.

### Legal Reference:

#### EDUCATION CODE

1240 Duties of county superintendent of schools  
33127-33131 Standards and criteria for local budgets and expenditures  
42103 Public hearing on proposed budget; requirements for content of proposed budget  
42122-42129 Budget requirements  
42130-42134 Financial certifications  
42140-42141 Disclosure of fiscal obligations  
42238-42251 Apportionments to districts, especially:  
42238.01-42238.07 Local control funding formula  
42602 Use of unbudgeted funds  
42610 Appropriation of excess funds and limitation thereon  
45253 Annual budget of personnel commission  
45254 First year budget of personnel commission  
52060-52077 Local control and accountability plan

#### GOVERNMENT CODE

7900-7914 Appropriations limit

#### CODE OF REGULATIONS, TITLE 5

15060 Standardized account code structure  
15440-15451 Criteria and standards for school district budgets  
15494-15496 Local control funding formula, expenditures

### Management Resources:

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

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Mesa Union School District Somis, Ca

**California School Accounting Manual**

New Requirements for Reporting Fund Balance in Governmental Funds, January 7, 2011

**FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM PUBLICATIONS**

Fiscal Oversight Guide for AB 1200, AB 2756 and Subsequent Related Legislation, September 2006

**GOVERNMENT FINANCE OFFICERS ASSOCIATION**

Best Practice: Appropriate Level of Unrestricted Fund Balance in the General Fund, 2009

**GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENTS**

Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, March 2009

Statement 45, Accounting and Financial Reporting by Employers for Post-employment Benefits Other Than Pensions, June 2004

Statement 34, Basic Financial Statements and Management's Discussion and Analysis - For State and Local Governments, June 1999

**WEB SITES**

CSBA: <http://www.csba.org>

Association of California School Administrators: <http://www.acsa.org>

California Department of Education, Finance and Grants: <http://www.cde.ca.gov/fg>

California Department of Finance: <http://www.dof.ca.gov>

Fiscal Crisis and Management Assistance Team: <http://www.fcmat.org>

Government Finance Officers Association: <http://www.gfoa.org>

Governmental Accounting Standards Board: <http://www.gasb.org>

School Services of California, Inc.: <http://www.sscal.com>

(10/13 12/14) Revised 10/15

## Industrial Accident/Illness Leave

An eligible employee shall be entitled to a leave of absence for an industrial accident or illness arising in the course of his/her assigned duties. (Education Code 44984, 45192)

*(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)*  
*(cf. 4157/4257/4357 - Employee Safety)*  
*(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)*  
*(cf. 4157.2/4257.2/4357.2 - Ergonomics)*  
*(cf. 4161/4261/4361 - Leaves)*

For such leave, the employee shall be granted no more than 60 working days in any one fiscal year for the same industrial accident or illness.

To be eligible for industrial accident or illness leave, a classified employee shall have served in the district continuously for at least three years.

Allowable industrial accident or illness leave shall not be accumulated from year to year. (Education Code 44984, 45192)

When an employee is absent from his/her duties because of an industrial accident or illness: (Education Code 44043, 44044, 44984, 45192)

1. The leave shall start on the first day of absence.
2. During the period of absence, the employee shall be paid such portion of his/her wage or salary that, when added to the award granted under state workers' compensation laws, will not exceed his/her normal wage or salary.
3. The leave shall be reduced by one day for each day of authorized absence, regardless of an award granted under workers' compensation laws.
4. When the leave overlaps into the next fiscal year, the employee is entitled to only the amount of unused leave due the employee for the same illness or injury.

OPTION 1: During any paid leave of absence, the employee shall endorse to the district any workers' compensation checks received on account of an industrial accident or illness. The Superintendent or designee shall then issue payment of the employee's normal wage or salary less any appropriate deductions, including, but not limited to, employee retirement contributions. (Education Code 44043)

~~Any employee receiving benefits under this leave shall, during periods of injury or illness, remain within California unless the Governing Board authorizes travel outside the state. (Education Code 44984, 45192)~~

Absence for industrial accident or illness shall not be considered a break in service of the

employee. An employee using such leave shall retain all status and benefits to which he/she would otherwise be entitled.

*(cf. 4116 - Probationary/Permanent Status)*  
*(cf. 4154/4254/4354 - Health and Welfare Benefits)*  
*(cf. 4216 - Probationary/Permanent Status)*

When available industrial accident or illness leave has been exhausted, the employee shall be so notified in writing and shall be offered an opportunity to request any additional paid or unpaid leave available to the employee. (Education Code 45192)

*(cf. 4112.9/4212.9/4312.9 - Employee Notifications)*

Upon expiration of allowable leave for an industrial accident or illness, the employee may use personal illness and injury leave provided pursuant to Education Code 44977, 44978, 44983, or 45191, as applicable, provided that such leave, when added to any continuing workers' compensation award, does not result in a payment to the employee of more than his/her full wage or salary. (Education Code 44984, 45192)

*(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)*  
*(cf. 4261.1 - Personal Illness/Injury Leave)*

If a certificated employee is unable to resume the duties of his/her position after exhausting all accumulated sick leave, including the consecutive five-month period provided by Education Code 44977, he/she shall, if not placed in another position, be placed on a reemployment list for a period of 24 months if he/she is a probationary employee or 39 months if he/she is a permanent employee. If the employee becomes medically able to resume duties during the period of reemployment eligibility, he/she shall be returned to employment in a position for which he/she is credentialed and qualified. (Education Code 44978.1)

If a classified employee has exhausted all available leaves of absence, paid or unpaid, and is not medically able to resume the duties of his/her position, he/she shall, if not placed in another position, be placed on a reemployment list for a period of 39 months. If he/she becomes medically able to resume duties during the period of reemployment eligibility, he/she shall be employed in a vacant position in the class of his/her previous assignment over all other candidates except those on a reemployment list established because of lack of work or lack of funds, in which case the employee shall be listed in accordance with seniority regulations. If the employee is medically released to return to duty but fails to accept an appropriate assignment, he/she shall be dismissed. (Education Code 45192)

*(cf. 4217.3 - Layoff/Rehire)*  
*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*

Legal Reference:  
*EDUCATION CODE*  
*44043 Temporary disability*

44044 *Temporary disability checks; waiver of endorsement to district*  
 44977 *Salary deductions during absence from duties*  
 44978 *Provisions for certificated employee sick leave*  
 44978.1 *Inability of certificated employee to return to duty; placement in another position or on reemployment list*  
 44983 *Exception to sick leave*  
 44984 *Industrial accident and illness leave, certificated employees*  
 45191 *Personal illness and injury leave, classified employees*  
 45192 *Industrial accident and illness leave, classified employees*  
**LABOR CODE**  
 3200-6002 *Workers' compensation*

*Management Resources:*

*WEB SITES*

*Department of Industrial Relations: <http://www.dir.ca.gov>*

**(1/85 10/98) 8/13 Revised 10/2015**

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(1/85 10/98) 8/13 Revised 10/2015

## Athletic Competition

### Nondiscrimination and Equivalent Opportunities in the Athletic Program

No student shall be excluded from participation in, be denied the benefits of, be denied equivalent opportunity in, or otherwise be discriminated against in interscholastic, intramural, or club athletics on the basis of actual or perceived sex, sexual orientation, gender, gender identity, gender expression, ethnic group identification, race, ancestry, national origin, religion, color, mental or physical disability, or any other basis specified in law. (Education Code 220, 221.5, 230; 5 CCR 4920; 34 CFR 106.41)

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*  
*(cf. 5145.3 - Nondiscrimination/Harassment)*

The Superintendent or designee may provide single-sex teams when selection for the teams is based on competitive skills. (5 CCR 4921; 34 CFR 106.41)

Each student shall be allowed to participate in any single-sex athletic program or activity consistent with his/her gender identity and for which he/she is otherwise eligible to participate, irrespective of the gender listed on the student's records. (Education Code 221.5)

*(cf. 5125 - Student Records)*

When a school provides only one team in a particular sport for members of one sex, but provides no team in the same sport for members of the other sex, and athletic opportunities in the total program for that sex have been previously limited, members of the excluded sex shall be allowed to try out and compete with the team. The same standards for eligibility shall be applied to every student trying out for the team, regardless of sex, sexual orientation, gender, gender identity, gender expression, or other protected group status. (5 CCR 4921; 34 CFR 106.41)

The Superintendent or designee shall ensure that equivalent opportunities are available to both sexes in athletic programs by considering, among other factors: (5 CCR 4922; 34 CFR 106.41)

1. Whether the offered selection of sports and levels of competition effectively accommodate the interests and abilities of both sexes

The athletic program may be found to effectively accommodate the interests and abilities of both sexes using any one of the following tests: (Education Code 230)

- a. Whether the interscholastic-level participation opportunities for male and female students are provided in numbers substantially proportionate to their respective enrollments
- b. Where the members of one sex have been and are underrepresented among interscholastic athletes, whether the district can show a history and a continuing practice of program expansion that is demonstrably responsive to the developing interests and abilities of the members of that sex

- c. Where the members of one sex are underrepresented among interscholastic athletes and the district cannot show a history and continuing practice of program expansion as required in item #b above, whether the district can demonstrate that the interests and abilities of the members of that sex have been fully and effectively accommodated by the present program
2. The provision and maintenance of equipment and supplies
3. Scheduling of games and practice times, selection of the season for a sport, and location of the games and practices
4. Travel and per diem allowances
5. Opportunities to receive coaching and academic tutoring
6. Assignment and compensation of coaches and tutors
7. Provision of locker rooms, practice facilities, and competitive facilities
8. Provision of medical and training facilities and services
9. Provision of housing and dining facilities and services
10. Publicity
11. Provision of necessary funds

Beginning with the 2015-16 school year and every year thereafter, each school that offers competitive athletics shall post the following information on its school web site, or on the district web site if the school does not have a web site, at the end of the school year: (Education Code 221.9)

1. The total enrollment of the school, classified by gender
2. The number of students enrolled at the school who participate in competitive athletics, classified by gender
3. The number of boys' and girls' teams, classified by sport and by competition level

*(cf. 1113 - District and School Web Sites)*

The data reported for items #1-3 above shall reflect the total number of players on a team roster on the official first day of competition. The materials used to compile this information shall be retained by the school for at least three years after the information is posted on the web site.

*(Education Code 221.9)*

*(cf. 3580 - District Records)*

### Health and Safety

The Superintendent or designee shall annually distribute to student athletes and their parents/guardians an information sheet on concussions and head injuries. The student and parent/guardian shall sign and return the information sheet before the student's initiating practice or competition. (Education Code 49475)

*(cf. 5145.6 - Parental Notifications)*

As amended by AB 2127 (Ch. 165, Statutes of 2014), Education Code 49475 requires that, if the health care provider determines that the athlete sustained a concussion or head injury, the athlete must complete a graduated return-to-play protocol as described below. \*\*\*

If a student athlete is suspected of sustaining a concussion or head injury in an athletic activity, he/she shall be immediately removed from the activity for the remainder of the day. The student shall not be permitted to return to the activity until he/she is evaluated by a licensed health care provider trained in the management of concussions and receives the health care provider's written clearance to return to the activity. If the health care provider determines that the athlete sustained a concussion or a head injury, the athlete shall also complete a graduated return-to-play protocol of no less than seven days in duration under the supervision of a licensed health care provider. (Education Code 49475)

The Superintendent or designee shall notify the student's parent/guardian of the date, time, and extent of any injury suffered by the student and any actions taken to treat the student.

The Superintendent or designee shall provide training to coaches and/or athletic trainers regarding concussion symptoms, prevention, and appropriate response.

*(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)*

A middle school or high school football team shall not hold a full-contact practice during the off-season and shall not conduct more than two full-contact practices per week during the preseason and regular season (from 30 days before the commencement of the regular season until the completion of the final interscholastic football game of that season). In addition, the full-contact portion of a practice shall not exceed 90 minutes in any single day. For these purposes, full-contact practice means a practice where drills or live action is conducted that involves collisions at game speed, where players execute tackles and other activity that is typical of an actual tackle football game. (Education Code 35179.5)

### Parental Notifications

Before a student participates in interscholastic athletic activities, the Superintendent or designee

shall send a notice to the student's parents/guardians which:

1. Contains information about the procedures for filing a discrimination complaint that arises out of an interscholastic athletic activity, including the name of the district's Title IX Coordinator

*(cf. 1312.3 - Uniform Complaint Procedures)*

2. Includes a copy of students' title IX rights ~~to~~pursuant to Education Code 221.8
3. Explains that there is an element of risk associated with all athletic competitions and that the district cannot guarantee that students will not be injured, despite a commitment to every participant's health and welfare

*(cf. 3530 - Risk Management/Insurance)*

4. Provides information about insurance protection pursuant to Education Code 32221.5

*(cf. 5143 - Insurance)*

5. Requests parental permission for the student to participate in the program and, if appropriate, be transported by the district to and from competitions

*(cf. 3541.1 - Transportation for School-Related Trips)*

6. States the district's expectation that students adhere strictly to all safety rules, regulations, and instructions, as well as rules and guidelines related to conduct and sportsmanship

*(cf. 5144 - Discipline)*

*(cf. 5144.1 - Suspension and Expulsion/Due Process)*

7. Includes a copy of the local California Interscholastic Federation (CIF) league rules

8. Includes information about the CIF bylaw and district policy requiring any student athlete and his/her parent/guardian to sign a statement that the student will not use steroids or dietary supplements banned by the U.S. Anti-Doping Agency

*(cf. 5131.63 - Steroids)*

( 2/14 12/14) Revised 10/15

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A middle school or high school football team shall not hold a full-contact practice during the off-season and shall not conduct more than two full-contact practices per week during the preseason and regular season (from 30 days before the commencement of the regular season until the completion of the final interscholastic football game of that season). In addition, the full-contact portion of a practice shall not exceed 90 minutes in any single day. For these purposes, full-contact practice means a practice where drills or live action is conducted that involves collisions at game speed, where players execute tackles and other activity that is typical of an actual tackle football game. (Education Code 35179.5)

## Parental Notifications

Before a student participates in interscholastic athletic activities, the Superintendent or designee

shall send a notice to the student's parents/guardians which:

1. Contains information about the procedures for filing a discrimination complaint that arises out of an interscholastic athletic activity, including the name of the district's Title IX Coordinator

*(cf. 1312.3 - Uniform Complaint Procedures)*

2. Includes a copy of the ~~athletes' bill of rights~~ students' title IX rights pursuant to Education Code ~~271~~221.8.

3. Explains that there is an element of risk associated with all athletic competitions and that the district cannot guarantee that students will not be injured, despite a commitment to every participant's health and welfare

*(cf. 3530 - Risk Management/Insurance)*

4. Provides information about insurance protection pursuant to Education Code 32221.5

*(cf. 5143 - Insurance)*

5. Requests parental permission for the student to participate in the program and, if appropriate, be transported by the district to and from competitions

*(cf. 3541.1 - Transportation for School-Related Trips)*

6. States the district's expectation that students adhere strictly to all safety rules, regulations, and instructions, as well as rules and guidelines related to conduct and sportsmanship

*(cf. 5144 - Discipline)*

*(cf. 5144.1 - Suspension and Expulsion/Due Process)*

7. Includes a copy of the local California Interscholastic Federation (CIF) league rules

8. Includes information about the CIF bylaw and district policy requiring any student athlete and his/her parent/guardian to sign a statement that the student will not use steroids or dietary supplements banned by the U.S. Anti-Doping Agency

*(cf. 5131.63 - Steroids)*

( 2/14 12/14) Revised 10/15

## Class Size

The Governing Board recognizes that smaller classes may contribute to student learning by allowing teachers to better identify and respond to individual student needs. In accordance with negotiated employee agreements and state law, the Board shall establish class size limits appropriate for each grade level or subject taught and conducive to the effective use of teaching staff.

*(cf. 4141/4241 - Collective Bargaining Agreement)*

The highest priority for maintaining small class sizes shall be in the primary grades in order to support young students as they acquire the basic skills that serve as the foundation for subsequent learning. Other priorities shall be established in accordance with the goals and strategies identified in the district's local control and accountability plan (LCAP).

*(cf. 0200 - Goals for the School District)*

*(cf. 0460 - Local Control and Accountability Plan)*

For grades K-3, the district shall annually make progress toward maintaining an average class of not more than 24 students, unless an alternative annual average class size for each school site is collectively bargained. (Education Code 42238.02; 5 CCR 15498-15498.3)

Transitional kindergarten classes established pursuant to Education Code 48000 shall be included in the calculation of average class enrollment for kindergarten.

*(cf. 6170.1 - Transitional Kindergarten)*

At the secondary level, district priorities for class size reduction shall focus on English language arts, mathematics, science, social studies, and other courses that are necessary for completion of graduation requirements and shall be aligned with student needs as identified in the district's LCAP.

*(cf. 6143 - Courses of Study)*

*(cf. 6146.1 - Graduation Requirements)*

For students who require special education and related services, the ratio of instructional adults to students in group services shall be dependent on the needs of the students. However, for children ages 3-5 years who are placed in group services, the teacher-child ratio shall be less than 1:24 and the adult-child ratio shall be less than 1:8. For children ages 3-5 years who are identified as severely disabled, the ratio of instructional adults to children shall not exceed 1:5. (education code 8264.8,56441.5)

The Superintendent or designee shall provide the Board with an analysis of staffing and school facilities needs and other costs related to class size reduction proposals.

(cf. 3100 - Budget)  
(cf. 6117 - Year-Round Schedules)  
(cf. 7111 - Evaluating Existing Buildings)

The Superintendent or designee shall annually report to the Board regarding the impact of the class size reduction program on student achievement and other outcomes such as changes in school climate and student engagement.

(cf. 0500 - Accountability)  
(cf. 6162.5 - Student Assessment)

Legal Reference:

EDUCATION CODE

17042 Rules for determining area of adequate school construction; exceptions  
17042.7 Formula for calculation  
33050 Nonwaivable provisions  
35160 Authority of the board  
42238.02 Local control funding formula, including adjustment for class size reduction  
42280 Necessary small schools  
46205 Computation for early-late programs  
51225.3 Graduation requirements  
52060-52077 Local control and accountability plan  
GOVERNMENT CODE  
3543.2 Scope of representation

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

( 11/05 4/14) Revised 10/15

## Independent Study

### Educational Opportunities

Educational opportunities offered through independent study may include, but are not limited to: (Education Code 51745)

1. Special assignments extending the content of regular courses of instruction  
*(cf. 6143 - Courses of Study)*
2. Individualized study in a particular area of interest or in a subject not currently available in the regular school curriculum
3. Individualized alternative education designed to teach the knowledge and skills of the core curriculum, but not provided as an alternative curriculum
4. Continuing and special study during travel  
*(cf. 5112.3 - Student Leave of Absence)*
5. Volunteer community service activities and leadership opportunities that support and strengthen student achievement

*(cf. 0420.4 - Charter School Authorization)*  
*(cf. 6142.4 - Service Learning/Community Service Classes)*  
*(cf. 6181 - Alternative Schools/Programs of Choice)*

In addition, when requested by a parent/guardian due to an emergency, vacation, or illness, independent study may be used on a short-term basis to ensure that the student is able to maintain academic progress in his/her regular classes.

*(cf. 5113 - Absences and Excuses)*

No course required for high school graduation shall be offered exclusively through independent study. (Education Code 51745)

*(cf. 6146.1 - High School Graduation Requirements)*

### Equivalency

The district's independent study option shall be substantially equivalent in quality and quantity to classroom instruction to enable participating students to complete the district's adopted course of study within the customary timeframe. Students in independent study shall have access to the same services and resources that are available to other students in the school and shall have equal rights and privileges. (5 CCR 11700, 11701.5)

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

The district shall not provide independent study students and their parents/guardians with funds or items of value that are not provided for other students and their parents/guardians. (Education Code 46300.6, 51747.3)

#### Eligibility for Independent Study

Provided that experienced certificated staff are available to effectively supervise students in independent study, the Superintendent or designee may approve the participation of a student who demonstrates the motivation, commitment, organizational skills, and academic skills necessary to work independently. A student whose academic performance is not at grade level may participate in independent study only if the program is able to provide appropriate support, such as supplemental instruction, tutoring, counseling, ongoing diagnostic assessments, and/or differentiated materials, to enable the student to be successful. For an elementary student, the Superintendent or designee may consider the parent/guardian's level of commitment to assist the student.

A student participating in independent study must be a resident of the county or an adjacent county. Full-time independent study shall not be available to students whose district residency status is based on their parent/guardian's employment within district boundaries pursuant to Education Code 48204. (Education Code 46300.2, 51747.3)

*(cf. 5111.12 - Residency Based on Parent/Guardian Employment)*

For a student with disabilities, as defined in Education Code 56026, participation in independent study shall be approved only if his/her individualized education program specifically provides for such participation. (Education Code 51745)

*(cf. 6159 - Individualized Education Program)*

A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 by means of independent study. (Education Code 51745)

*(cf. 6183 - Home and Hospital Instruction)*

Students age 21 or older, and students age 19 or older who have not been continuously enrolled in school since their 18th birthday, may participate in independent study only through the adult education program for the purpose of enrolling in courses required for a high school diploma by Education Code 51225.3 or the Governing Board. (Education Code 46300.1, 46300.4)

*(cf. 6200 - Adult Education)*

No more than 10 percent of the students enrolled in a continuation high school or opportunity school or program, not including pregnant students and parenting students who are primary

caregivers for one or more of their children, shall be enrolled in independent study. (Education Code 51745)

*(cf. 5146 - Married/Pregnant/Parenting Students)*  
*(cf. 6184 - Continuation Education)*

#### Master Agreement

A written agreement shall be developed and implemented for each student participating in independent study for five or more consecutive school days. (Education Code 46300, 51747; 5 CCR 11703)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but not be limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1. The manner, time, frequency, and place for submitting the student's assignments and for reporting his/her progress
2. The objectives and methods of study for the student's work and the methods used to evaluate that work
3. The specific resources, including materials and personnel, that will be made available to the student
4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion and the number of missed assignments, by grade level and type of program, which will trigger an evaluation of whether the student should be allowed to continue in independent study
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year
6. A statement of the number of course credits or, for an elementary student, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion
7. A statement that independent study is an optional educational alternative in which no student may be required to participate
8. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the

alternative of classroom instruction

*(cf. 5144.1 - Suspension and Expulsion/Due Process)*

9. Signatures of the student, the parent/guardian or caregiver of the student if the student is under age 18 years, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

The signed, dated agreement may be maintained on file electronically. (Education Code 51747)

#### Course-Based Independent Study

The district shall offer a course-based independent study program for students in grades K-12 subject to the following requirements: (Education Code 51749.5)

1. Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential, meet the requirements for highly qualified teachers pursuant to 20 USC 6301, and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction.

*(cf. 4112.2 - Certification)*

*(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)*

2. Courses shall be annually certified by Board resolution to be of the same rigor and educational quality as equivalent classroom-based courses and shall be aligned to all relevant local and state content standards. This certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses.
3. Students enrolled in these courses shall meet the applicable age requirements established pursuant to Education Code 46300.1 and 46300.4 and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 48204, and 51747.3.
4. Teachers shall communicate with each student in person, by telephone, or by any other live visual or audio connection at least twice per calendar month to assess whether the student is making satisfactory educational progress. For this purpose, satisfactory educational progress includes, but is not limited to, applicable statewide accountability measures and the completion of assignments, examinations, or other indicators that the

student is working on assignments, learning required concepts, and progressing toward successful completion of the course, as determined by the teacher providing instruction.

Written or computer-based evidence of satisfactory educational progress shall be retained for each course and student, including, at a minimum, a grade book or summary document that lists all assignments, examinations, and associated grades for each course.

If satisfactory educational progress is not being made, the teacher shall notify the student and, if the student is under 18 years of age, his/her parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course or whether he/she should be referred to an alternative program, which may include, but is not limited to, a regular school program. A written record of the evaluation findings shall be a mandatory interim student record maintained for three years from the date of the evaluation. If the student transfers to another California public school, the record shall be forwarded to that school.

*(cf. 5125 - Student Records)*

5. Examinations shall be administered by a proctor.
6. Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.

*(cf. 6162.51 - State Academic Achievement Tests)*

7. A student shall not be required to enroll in courses included in this program.
8. The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6.
9. For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208.

*(cf. 6111 - School Calendar)*

*(cf. 6112 - School Day)*

10. Courses required for high school graduation or for admission to the University of California or California State University shall not be offered exclusively through independent study.
11. A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011.

(cf. 3260 - Fees and Charges)

12. A student shall not be prohibited from participating in independent study solely on the basis that he/she does not have the materials, equipment, or Internet access necessary to participate in the course.

Before enrolling a student in a course within this program, the Superintendent or designee shall provide the student and, if the student is under 18 years of age, his/her parent/guardian with a written learning agreement that includes all of the following: (Education Code 51749.6)

1. A summary of the district's policies and procedures related to this program
2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to item #2 above
3. The duration of the learning agreement, which shall not exceed a school year or span multiple school years
4. The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program
5. The specific resources, including materials and personnel, that will be made available to the student
6. A statement that the student is not required to enroll in courses in this program
7. Signatures of the student, the student's parent/guardian if the student is under age 18 years, and all teachers providing instruction

The student's or parent/guardian's signature shall constitute permission for the student to receive instruction through independent study. (Education Code 51749.6)

The Superintendent or designee shall retain a physical or electronic copy of the signed learning agreement for at least three years and as appropriate for auditing purposes. (Education Code 51749.6)

#### Monitoring Student Progress

The independent study administrator and/or supervising teacher shall promptly and directly address any failure by the student to meet the terms of his/her written agreement. The following supportive strategies may be used:

1. A letter to the student and/or parent/guardian
2. A meeting between the student and the teacher and/or counselor
3. A meeting between the student and the independent study administrator, including the parent/guardian if appropriate
4. An increase in the amount of time the student works under direct supervision

When the student has missed the number of assignments specified in the written agreement as requiring an evaluation, the Superintendent or designee shall conduct an evaluation to determine whether or not independent study is appropriate for the student. This evaluation may result in termination of the independent study agreement and the student's return to the regular classroom program or other alternative program.

A written record of the findings of any such evaluation shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation.  
(Education Code 51747)

Independent study students who are late, miss scheduled conferences, or do not submit assigned work on time shall not be reported as tardy or truant.

#### Responsibilities of Independent Study Administrator

The responsibilities of the independent study administrator include, but are not limited to:

1. Recommending certificated staff to be assigned as independent study teachers and supervising staff assigned to independent study functions who are not regularly supervised by another administrator
2. Approving or denying the participation of students requesting independent study
3. Facilitating the completion of written independent study agreements
4. Ensuring a smooth transition for students into and out of the independent study mode of instruction
5. Approving all credits earned through independent study
6. Completing or coordinating the preparation of all records and reports required by law, Board policy, or administrative regulation

#### Assignment and Responsibilities of Independent Study Teachers

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a certificated employee who consents to the assignment. (Education Code

44865, 51747.5; 5 CCR 11700)

The ratio of student average daily attendance for independent study students age 18 years or younger to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all other education programs at the applicable grade span in the district, unless a new higher or lower grade span ratio for all other educational programs offered within the grade span is negotiated in a collective bargaining agreement or the district enters into a memorandum of understanding that indicates an existing collective bargaining agreement contains an alternative grade span ratio. (Education Code 51745.6)

The responsibilities of the supervising teacher shall include, but are not limited to:

1. Completing designated portions of the written independent study agreement
2. Supervising and approving coursework and assignments
3. Maintaining records of student assignments showing the date the assignment is given and the date the assignment is due
4. Maintaining a daily or hourly attendance register in accordance with item #4 in the section on "Records" below
5. Providing direct instruction and counsel as necessary for individual student success
6. Regularly meeting with the student to discuss the student's progress
7. Determining the time value of assigned work or work products completed and submitted by the student
8. Assessing student work and assigning grades or other approved measures of achievement

The Superintendent or designee shall ensure that independent study teachers have access to professional development and support comparable to classroom-based teachers.

*(cf. 4131 - Staff Development)*

#### Records

The Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study
2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by

students in grades K-8.

3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that he/she has personally evaluated the work or that he/she has personally reviewed the evaluations made by another certificated teacher
4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons

*(cf. 3580 - District Records)*

The Superintendent or designee also shall maintain a record of grades and other evaluations issued to each student for independent study assignments.

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## Transitional Kindergarten

The Governing Board desires to offer a high-quality transitional kindergarten (TK) program for eligible children who do not yet meet the minimum age criterion for kindergarten. The program shall assist TK children in developing the academic, social, and emotional skills they need to succeed in kindergarten and beyond.

The district's TK program shall be the first year of a two-year kindergarten program. (Education Code 48000)

The Board encourages ongoing collaboration among district preschool staff, other preschool providers, elementary teachers, administrators, and parents/guardians in program development, implementation, and evaluation.

*(cf. 1220 - Citizen Advisory Committees)*

*(cf. 6020 - Parent Involvement)*

### Eligibility

The district's TK program shall admit children whose fifth birthday is from September 2 through December 2. (Education Code 48000)

Parents/guardians of eligible children shall be notified of the availability of the TK program and the age, residency, immunization, and any other enrollment requirements. Enrollment in the TK program shall be voluntary.

*(cf. 5111 - Admission)*

*(cf. 5111.1 - District Residency)*

*(cf. 5111.12 - Residency Based on Parent/Guardian Employment)*

*(cf. 5141.22 - Infectious Diseases)*

*(cf. 5141.3 - Health Examinations)*

*(cf. 5141.31 - Immunizations)*

*(cf. 5141.32 - Health Screening for School Entry)*

Upon request of a child's parents/guardians, the district may, on a case-by-case basis after the Superintendent or designee determines that it is in the child's best interest, admit into the district's TK program a child whose fifth birthday is on or before September 1 and who is therefore eligible for kindergarten.

The district may at any time during the school year, admit into the TK program a child whose fifth birthday is after December 2 of that same school year, provided that the child is admitted during the school year on or after his/her fifth birthday and the Superintendent or designee recommends that enrollment in a TK program is in the child's best interest. Prior to such enrollment, the child's parents/guardians shall be provided information regarding the advantages and disadvantages and any other explanatory information about the effect of early admittance. (Education Code 48000)

## Curriculum and Instruction

The district's TK program shall be based on a modified kindergarten curriculum that is age and developmentally appropriate. (Education Code 48000)

*(cf. 6141 - Curriculum Development and Evaluation)*

*(cf. 6161.1 - Selection and Evaluation of Instructional Materials)*

The program shall be aligned with the preschool learning foundations and preschool curriculum frameworks developed by the California Department of Education. It shall be designed to facilitate students' development in essential skills related to language and literacy, mathematics, physical development, health, visual and performing arts, science, history-social science, English language development, and social-emotional development.

*(cf. 5148.3 - Preschool/Early Childhood Education)*

*(cf. 6011 - Academic Standards)*

*(cf. 6174 - Education for English Language Learners)*

The Board shall fix the length of the school day in the district's TK program, which shall be at least three hours but no more than four hours.

*(cf. 6111 - School Calendar)*

*(cf. 6112 - School Day)*

TK students may be placed in the same classrooms as kindergarten students when necessary, provided that the instructional program is differentiated to meet student needs.

## Staffing

TK assignments are subject to assignment monitoring and reporting by the County Superintendent of Schools in accordance with Education Code 44258.9. \*\*\*

The Superintendent or designee shall ensure that teachers assigned to teach in TK classes possess a teaching credential or permit from the Commission on Teacher Credentialing (CTC) that authorizes such instruction.

*(cf. 4112.2 - Certification)*

A credentialed teacher who is first assigned to a TK class after July 1, 2015, shall, by August 1, 2020, have at least 24 units in early childhood education and/or child development, comparable experience in a preschool setting, and/or a child development teacher permit issued by the CTC. (Education Code 48000)

The Superintendent or designee may provide professional development as needed to ensure that TK teachers are knowledgeable about the standards and effective instructional methods for

teaching young children.

*(cf. 4131 - Staff Development)*

#### Continuation to Kindergarten

Students who complete the TK program shall be eligible to continue in kindergarten the following school year. Parents/guardians of such students shall not be required to submit a signed Kindergarten Continuance Form for kindergarten attendance.

However, whenever children who would otherwise be age-eligible for kindergarten are enrolled in TK, the Superintendent or designee shall obtain a Kindergarten Continuance Form signed by the parent/guardian near the end of the TK year consenting to the child's enrollment in kindergarten the following year.

A student shall not attend more than two years in a combination of TK and kindergarten.  
(Education Code 46300)

*(cf. 5123 - Promotion/Acceleration/Retention)*

#### Assessment

The Superintendent or designee may develop or identify appropriate formal and/or informal assessments of TK students' development and progress. He/she shall monitor and regularly report to the Board regarding program implementation and the progress of students in meeting related academic standards.

*(cf. 0500 - Accountability)*

*(cf. 6162.5 - Student Assessment)*

#### Legal Reference:

##### EDUCATION CODE

- 8973 Extended-day kindergarten
- 37202 School calendar; equivalency of instructional minutes
- 44258.9 Assignment monitoring by county superintendent of schools
- 46111 Kindergarten, hours of attendance
- 46114-46119 Minimum school day, kindergarten
- 46300 Computation of ADA, inclusion of kindergarten and transitional kindergarten
- 48000 Age of admission, kindergarten and transitional kindergarten
- 48002 Evidence of minimum age required to enter kindergarten or first grade
- 48200 Compulsory education, starting at age six

#### Management Resources:

##### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

##### Transitional Kindergarten FAQs

##### Desired Results Developmental Profile, 2015

Transitional Kindergarten Implementation Guide: A Resource for California Public School District Administrators and Teachers, 2013

California Preschool Curriculum Framework, Vol. 1, 2010

California Preschool Learning Foundations, Vol. 1, 2008

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

California Kindergarten Association: <http://www.ckanet.org>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

Transitional Kindergarten California: <http://www.tkcalifornia.org>

(11/11 (4/15) Revised 10/15

# CSBA Sample

## Board Policy

### Sale And Disposal Of Books, Equipment And Supplies

BP 3270

#### Business and Noninstructional Operations

\*\*\*Note: The following policy and administrative regulation address the sale and disposal of district-owned personal property, such as instructional materials, equipment, and supplies. For policy on the sale or lease of surplus real property, see BP 3280 - Sale or Lease of District-Owned Real Property. \*\*\*

The Governing Board recognizes its fiscal responsibility to maximize the use of district equipment, supplies, instructional materials, and other personal property while providing up-to-date resources that facilitate student learning and effective district operations. When the Board, upon recommendation of the Superintendent or designee, declares any district-owned personal property unusable, obsolete, or no longer needed, the Board shall determine the estimated value of the property and shall decide whether the property will be donated, sold, or otherwise disposed of as prescribed by law and administrative regulation.

(cf. 0440 - District Technology Plan)  
 (cf. 3512 - Equipment)  
 (cf. 6161.11 - Supplementary Instructional Materials)  
 (cf. 6163.1 - Library Media Centers)

The Board shall approve the price and terms of any sale or lease of personal property of the district.

If the Board members who are in attendance at a meeting unanimously agree that the property, whether one or more items, does not exceed \$2,500 in value, the property may be sold without advertising for bids. (Education Code 17546)

If the Board members who are in attendance at a meeting unanimously find that the value of the property is insufficient to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the Board or may be disposed of by dumping. (Education Code 17546)

\*\*\*Note: Education Code 60510-60530 establish conditions for the sale or disposal of obsolete instructional materials depending on whether such materials are usable or unusable for educational purposes; see the section "Instructional Materials" in the accompanying administrative regulation. The following optional paragraph prescribes criteria for determining when instructional materials are obsolete or unusable, and may be revised to reflect district practice. The mandate to adopt rules and procedures setting standards for identifying obsolete materials was repealed by SB 971 (Ch. 923, Statutes of 2014). \*\*\*

Instructional materials shall be considered obsolete or unusable by the district if they have been replaced by more recent editions or new materials selected by the Board, are not aligned with the district's academic standards or course of study, and have no foreseeable value in other instructional areas. Such materials may be sold or donated if they continue to serve educational purposes that would benefit others outside the district. Instructional materials are not appropriate for sale or donation if they meet any of the following criteria:

1. Contain information rendered inaccurate or incomplete by new research or technologies
2. Contain demeaning, stereotyping, or patronizing references to any group of persons protected against discrimination by law or Board policy
3. Are damaged beyond use or repair

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

(cf. 6011 - Academic Standards)

(cf. 6143 - Courses of Study)

\*\*\*Note: Pursuant to 34 CFR 80.32-80.33, equipment or supplies acquired under a federal grant or subgrant may be retained, sold, or otherwise disposed of, with no further obligation to the awarding federal agency, when they are no longer needed for the original project or program or for other federally supported activities. However, when the current per-unit fair market value of the equipment or the residual inventory of the unused supplies is \$5,000 or more, the federal agency that provided the grant or subgrant shall be entitled to a share of the current market value of the equipment, if retained, or the proceeds from its sale, and to compensation for its share of the unused supplies. See the accompanying administrative regulation. \*\*\*

The Superintendent or designee shall establish procedures to be used whenever the district sells equipment or supplies originally acquired under a federal grant or subgrant. Such procedures shall be designed to ensure the highest possible return. (34 CFR 80.32)

(cf. 3440 - Inventories)

#### Legal Reference:

#### EDUCATION CODE

17540-17542 Sale or lease of personal property by one district to another

17545-17555 Sale of personal property

35168 Inventory, including record of time and mode of disposal

60510-60530 Sale, donation, or disposal of instructional materials

#### GOVERNMENT CODE

25505 District property; disposition; proceeds

CODE OF REGULATIONS, TITLE 5

3944 Consolidated categorical programs, district title to equipment

3946 Disposal of equipment purchased with state and federal consolidated application funds

UNITED STATES CODE, TITLE 40

549 Surplus property

CODE OF FEDERAL REGULATIONS, TITLE 34

80.32-80.33 Equipment and supplies acquired under a grant or subgrant

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

Standards for Evaluating Instructional Materials for Social Content, 2013

WEB SITES

California Department of Education: <http://www.cde.ca.gov>

School Services of California, Inc.: <http://www.sscal.com>

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# CSBA Sample

## Administrative Regulation

### Sale And Disposal Of Books, Equipment And Supplies

AR 3270

#### Business and Noninstructional Operations

\*\*\*Note: The following administrative regulation addresses the sale and disposal of district-owned personal property, such as instructional materials, equipment, and supplies. For procedures regarding the disposal of real property, see BP/AR 3280 - Sale or Lease of District-Owned Real Property. \*\*\*

\*\*\*Note: Education Code 42303, which established conditions for the sale of school buses by districts receiving a state apportionment to replace the buses, was repealed by SB 78 (Ch. 19, Statutes of 2015). \*\*\*

#### Instructional Materials

\*\*\*Note: Education Code 60510-60530 address the sale or disposal of surplus or undistributed obsolete instructional materials that are either usable or unusable for educational purposes. See the accompanying Board policy for language regarding the determination of instructional materials as obsolete or unusable. \*\*\*

\*\*\*Note: The legal requirement to use the proceeds of the sale of surplus or obsolete instructional materials to purchase new instructional materials, supplemental instructional materials, or technology-based materials was repealed by SB 971 (Ch. 923, Statutes of 2014). \*\*\*

Surplus or undistributed obsolete instructional materials that are usable for educational purposes may be sold by the district. Alternatively, such materials may be donated to: (Education Code 60510)

1. Another district, county free library, or other state institution
2. A United States public agency or institution
3. A nonprofit charitable organization
4. Children or adults in California or foreign countries for the purpose of increasing the general literacy of the people

(cf. 0440 - District Technology Plan)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

(cf. 6161.11 - Supplementary Instructional Materials)

(cf. 6163.1 - Library Media Centers)

Any organization, agency, or institution receiving obsolete instructional materials donated by the district shall certify to the Governing Board that it agrees to make no charge to any persons to whom it gives or lends these materials. (Education Code 60511)

\*\*\*Note: Education Code 60510.5 encourages, but does not require, districts to take actions described in the following optional paragraph. \*\*\*

At least 60 days before selling or donating surplus or undistributed obsolete instructional materials, the Superintendent or designee shall notify the public of the district's intention to do so through a public service announcement on a local television station, in a local newspaper, or by other means that will most effectively reach the entities described above. Representatives of those entities and members of the public also shall be notified of the opportunity to address the Board regarding the distribution of these materials.

(cf. 9323 - Meeting Conduct)

Surplus or undistributed obsolete instructional materials which are unusable or which cannot be distributed as specified above may be disposed of by either of the following: (Education Code 60530)

1. Mutilated as not to be salable as instructional materials and sold for scrap or for use in the manufacture of paper pulp or other substances at the highest obtainable price
2. Destroyed by any economical means, provided that the materials are not destroyed until at least 30 days after the district has given notice to all persons who have filed a request for such notice

(cf. 3510 - Green School Operations)

(cf. 3511.1 - Integrated Waste Management)

#### Equipment/Supplies Acquired with Federal Funds

\*\*\*Note: 34 CFR 80.32-80.33 address the sale or disposal of equipment and supplies that were acquired under a federal grant or subgrant. See BP 3512 - Equipment for additional requirements pertaining to the management of such equipment and supplies. \*\*\*

When the district has a need to replace equipment originally purchased with funds from a federal grant or subgrant, it may, subject to the approval of the agency that awarded the grant, trade in the original equipment or sell the property and use the proceeds to offset the cost of the replacement property. (34 CFR 80.32)

When any original or replacement equipment or supplies acquired under a federal grant or subgrant are no longer needed for the original project or program or for other federally supported activities, the district may retain or sell such items or, if the item has a current fair market value

of less than \$5,000, may otherwise dispose of the item in a manner approved by the Board. Whenever the district sells equipment or supplies that have a current fair market value of \$5,000 or more, it shall provide an amount to the federal agency equal to the agency's share of the current market value of the equipment or the proceeds from the sale of the equipment or supplies. (34 CFR 80.32-80.33)

In the event that the district is provided equipment that is federally owned, the district shall request disposition instructions from the federal agency when it no longer needs the equipment. (34 CFR 80.32)

#### Other Personal Property

The district may sell other surplus or obsolete district-owned personal property through any of the following methods:

1. The Superintendent or designee may advertise for bids by posting a notice in at least three public places in the district for at least two weeks, or by publishing a notice at least once a week for at least two weeks in a newspaper having a general circulation in the district and, if possible, publishing within the district. The district shall sell the property to the highest responsible bidder or shall reject all bids. (Education Code 17545, 17548)

Property for which no qualified bid has been received may be sold, without further advertising, by the Superintendent or designee. (Education Code 17546)

(cf. 3311 - Bids)

2. The property may be sold by means of a public auction conducted by district employees, employees of other public agencies, or by contract with a private auction firm. (Education Code 17545)

3. The district may sell the property without advertising for bids under any of the following conditions:

~~\*\*\*Note: Pursuant to Education Code 17546, advertising without bids is authorized when the Governing Board members attending a meeting unanimously agree that the property, whether one or more items, does not exceed \$2,500 in value; see the accompanying Board policy. \*\*\*~~

- a. The Board members in attendance at a meeting have unanimously determined that the property does not exceed \$2,500 in value. (Education Code 17546)

(cf. 9323.2 - Actions by the Board)

~~\*\*\*Note: Education Code 17540 authorizes the sale of property to government agencies eligible under the federal surplus property law, renumbered as 40 USC 549. \*\*\*~~

- b. The district sells the property to agencies of the federal, state, or local government, to any

other school district, or to any agency eligible under the federal surplus property law and the sale price equals the cost of the property plus the estimated cost of purchasing, storing, and handling. (Education Code 17540; 40 USC 549)

c. The district sells or leases the property to agencies of the federal, state, or local government or to any other school district and the price and terms of the sale or lease are fixed by the Board and approved by the County Superintendent of Schools. (Education Code 17542)

Money received from the sale of surplus personal property shall be either deposited in the district reserve or general fund or credited to the fund from which the original purchase was made. (Education Code 17547)

(cf. 3100 - Budget)

(6/96 11/09) 10/15

# CSBA Sample

## Administrative Regulation

### Bids

AR 3311

### Business and Noninstructional Operations

\*\*\*Note: Pursuant to Government Code 54202, districts are mandated to adopt bidding procedures governing the purchase of equipment and supplies. \*\*\*

\*\*\*Note: The following administrative regulation is for use by districts that have not adopted the provisions of the Uniform Public Construction Cost Accounting Act (UPCCAA). Procedures and bid limits under the UPCCAA are specified in Public Contract Code 22030-22045. \*\*\*

### Advertised/Competitive Bids

The district shall advertise for competitive bids when any public project contract involves an expenditure of \$15,000 or more. Public project means construction, reconstruction, erection, alteration, renovation, improvement, painting, repainting, demolition, and repair work involving a district owned, leased, or operated facility. (Public Contract Code 20111, 22002)

\*\*\*Note: For items #1-3 below, Public Contract Code 20111 requires the Superintendent of Public Instruction (SPI) to annually establish a bid limit that reflects U.S. Department of Commerce data. The following optional paragraph allows the amount to escalate automatically once the SPI has made the annual determination. For 2015, the bid limit is \$86,000. \*\*\*

The district shall also advertise for competitive bids when a contract exceeds the amount specified in law, as annually adjusted by the Superintendent of Public Instruction, for any of the following: (Public Contract Code 20111)

1. The purchase of equipment, materials, or supplies to be furnished, sold, or leased to the district
2. Services, not including construction services or special services and advice in accounting, financial, legal, or administrative matters
3. Repairs that are not a public project, including maintenance

Maintenance means routine, recurring, and usual work for preserving, protecting, and keeping a district facility operating in a safe, efficient, and continually usable condition for the intended purpose for which it was designed, improved, constructed, altered, or repaired. Maintenance includes, but is not limited to, carpentry, electrical, plumbing, glazing, and other craft work designed to preserve the facility, as well as repairs, cleaning, and other operations on machinery and other permanently attached equipment. Maintenance does not include painting, repainting, or

decorating other than touchup, or among other types of work, janitorial or custodial services and protection provided by security forces. (Public Contract Code 20115)

#### Instructions and Procedures for Advertised Bids

The Superintendent or designee shall call for bids by placing a notice at least once a week for two weeks in a local newspaper of general circulation published in the district, or if no such newspaper exists, then in some newspaper of general circulation that is circulated in the county. The Superintendent or designee also may post the notice on the district's web site or through an electronic portal. The notice shall state the work to be done or materials or supplies to be furnished and the time and place and web site where bids will be opened. The district may accept a bid that has been submitted electronically or on paper. (Public Contract Code 20112)

(cf. 1113 - District and School Web Sites)

The notice shall contain the time, date, and location of any mandatory prebid conference, site visit, or meeting and details regarding when and where project documents, including the final plan and specifications, are available. Any such mandatory visit or meeting shall occur not less than five calendar days after the publication of the initial notice. (Public Contract Code 6610)

\*\*\*Note: For a bid to be successful, it must conform to specifications (i.e., it must be "responsive") and the bidder must be determined to be able to perform the work (i.e., he/she must be "responsible"). A district must be careful in making a determination on the "non-responsiveness" of a bid based on investigation or information outside of the submitted bid. In addition, when relying on outside investigation or information to disqualify a bidder, the district must follow the hearing procedures applicable for a finding of "non-responsibility." (Great West Contractors Inc. v. Irvine Unified School District) To avoid any confusion, the district should provide clear and comprehensive specifications to bidders. \*\*\*

Bid instructions and specifications shall include the following requirements and information:

1. All bidders shall certify the minimum, if not exact, percentage of post-consumer materials in products, materials, goods, or supplies offered or sold. (Public Contract Code 22152)

(cf. 3510 - Green School Operations)

2. All bids for construction work shall be presented under sealed cover and shall be accompanied by one of the following forms of bidder's security: (Public Contract Code 20107, 20111)

- a. Cash
- b. A cashier's check made payable to the district
- c. A certified check made payable to the district

- d. A bidder's bond executed by an admitted surety insurer and made payable to the district

The security of unsuccessful bidders shall be returned in a reasonable period of time, but in no event later than 60 days after the bid is awarded. (Public Contract Code 20111)

3. When a standardized proposal form is provided by the district, bids not presented on the standard form shall be disregarded. (Public Contract Code 20111.5)

4. Bids shall not be accepted after the advertised bid opening time, regardless of whether the bids are actually opened at that time. (Public Contract Code 20112)

5. When two or more identical lowest or highest bids are received, the Governing Board may determine by lot which bid shall be accepted. (Public Contract Code 20117)

\*\*\*Note: Public Contract Code 20103.8 specifies that, in those cases when the bid includes items that may be added to or deducted from the scope of the work in the contract, the bid solicitation must specify the method to be used to determine the lowest bid, as detailed below. Districts should consult with legal counsel, as appropriate, as to the applicability of this law to school districts and other unclear provisions of this law. \*\*\*

6. If the district requires that the bid include prices for items that may be added to or deducted from the scope of work in the contract, the bid solicitation shall specify which one of the following methods will be used to determine the lowest bid. In the absence of such a specification, only the method provided in item #6a below shall be used. (Public Contract Code 20103.8)

- a. The lowest bid shall be the lowest total of the bid prices on the base contract without consideration of the prices on the additive or deductive items.

- b. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid price.

- c. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that, when taken in order from a specifically identified list of those items in the solicitation, and added to or subtracted from the base contract, are less than or equal to a funding amount publicly disclosed by the district before the first bid is opened.

The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or proposed subcontractors or suppliers from being revealed to the district before the ranking of all bidders from lowest to highest has been determined. (Public Contract Code 20103.8)

7. The district shall consider only responsive bids from responsible bidders in determining the lowest bid.

8. Any subsequent change or alteration of a contract shall be governed by the provisions of Public Contract Code 20118.4.

9. After being opened, all submitted bids become public records pursuant to Government Code 6252 and shall be made available for public review pursuant to law, Board policy, and administrative regulation.

(cf. 1340 - Access to District Records)

10. When a bid is disqualified as nonresponsive based on district investigation or other information not obtained from the submitted bid, the Superintendent or designee shall notify the bidder and give him/her an opportunity to respond to the information.

#### Prequalification Procedure

\*\*\*Note: The following section is optional. Pursuant to Public Contract Code 20111.6, as amended by AB 566 (Ch. 214, Statutes of 2015), a district with average daily attendance (ADA) of 2,500 or greater is required to prequalify all general contractors and electrical, mechanical, and plumbing subcontractors for any public project of \$1 million or more awarded on or after January 1, 2015, when the project uses or is reimbursed from School Facilities Program funds (Education Code 17070.10-17079.30) or other future state school bonds. \*\*\*

\*\*\*Note: Additionally, pursuant to Public Contract Code 20111.5, districts are permitted, but not required, to establish prequalification procedures for other contracts which, by law, require competitive bidding. \*\*\*

When required by law or the Board, the Superintendent or designee shall establish a uniform system for rating bidders on the basis of completed questionnaires and financial statements in order to determine the size of contracts on which each bidder is qualified to bid. For this purpose, the Superintendent or designee shall furnish prospective bidders a standardized proposal form which, when completed, shall indicate a bidder's statement of financial ability and experience in performing public works. The bidder's information shall be verified under oath in the manner in which civil law pleadings are verified. The questionnaires and financial statements shall not be public records and shall not be open to public inspection. (Code of Civil Procedure 446; Public Contract Code 20111.5, 20111.6)

\*\*\*Note: Pursuant to Public Contract Code 20111.6, as amended by AB 1581 (Ch. 408, Statutes of 2014), districts' authority to set timelines for bid submittal and opening as specified in the following paragraph apply to contracts awarded on or after January 1, 2015 and will be in effect only until January 1, 2019. In addition, Public Contract Code 20111.6, as amended by AB 566 (Ch. 214, Statutes of 2015), clarifies that the requirement for prequalification applies to projects that will be reimbursed from future state school bonds, not just those that use funds "received" from state construction bonds. \*\*\*

When any public project involves an expenditure of \$1,000,000 or more and is funded or

reimbursed wholly or partly by the School Facilities Program funds or other future state school bond, the district shall prequalify prospective bidders either quarterly or annually. The prequalification shall be valid for one year and the following requirements shall apply: (Education Code 17406, 17407; Public Contract Code 20111.6)

1. Prospective bidders, including, but not limited to, prime, general engineering, and general building contractors and electrical, mechanical, and plumbing subcontractors, as defined in the Business and Professions Code 4113, 7056, or 7057, as applicable, shall submit a standardized questionnaire and financial statement 10 or more business days, as determined by the district, before the date fixed for the public opening of sealed bids.
2. Prospective bidders shall be prequalified by the district five or more business days, as determined by the district, before the date fixed for the public opening of sealed bids.

If the project includes electrical, mechanical, or plumbing components that will be performed by electrical, mechanical, or plumbing contractors, the Superintendent or designee shall make available to all bidders a list of prequalified general contractors and electrical, mechanical, and plumbing subcontractors five or more business days, as determined by the district, before the date fixed for the public opening of sealed bids.

For all other contracts requiring competitive bidding, the district may establish a procedure for prequalifying bidders on a quarterly basis and may authorize that prequalification be considered valid for up to one calendar year following the date of the initial prequalification. Prospective bidders for such contracts shall submit the questionnaire and financial statement at least five days before the date fixed for public opening of sealed bids and shall be prequalified by the district at least one day before the fixed bid-opening date. (Public Contract Code 20111.5)

#### Award of Contract

\*\*\*Note: Pursuant to Public Contract Code 20111, the district is required to award a contract to the lowest responsible bidder except in the circumstances specified in the following optional section.\*\*\*

The district shall award each contract to the lowest responsible bidder except in the following circumstances:

1. When the contract is for the procurement and/or maintenance of electronic data processing systems and supporting software, in which case the Board may contract with any one of the three lowest responsible bidders (Public Contract Code 20118.1)
2. When the contract is for any transportation service which involves an expenditure of more than \$10,000 and which will be made with any person or corporation other than a common carrier, municipally owned transit system, or a parent/guardian of students who are to be transported, in which case the Board may contract with other than the lowest bidder (Education Code 39802)

\*\*\*Note: Pursuant to Public Contract Code 2000-2002, a district is permitted to establish bidding requirements that facilitate the participation of minority, women, disabled veteran, and small business enterprises in contracts. Though minorities and women are included in Public Contract Code 2000, Article 1, Section 31(a) of the California Constitution prohibits the granting of preferences based on race, sex, color, ethnicity, etc., in state employment and contracting. The district should consult legal counsel if there is any question about the granting of preferences to any such business. \*\*\*

3. When the contract is one for which the Board has established goals and requirements relating to participation of disabled veteran or small business enterprises in accordance with Public Contract Code 2000-2002, in which case the Board may contract with the lowest responsible bidder who submits a responsive bid and complies or makes a good faith effort to comply with the goals and requirements (Public Contract Code 2000-2002)

(cf. 9270 - Conflict of Interest)

#### Protests by Bidders

\*\*\*Note: The law does not specify a procedure for handling protests by bidders. The following optional section provides one such procedure and should be modified to reflect district practice. \*\*\*

A bidder may protest a bid award if he/she believes that the award is not in compliance with law, Board policy, or the bid specification. A protest must be filed in writing with the Superintendent or designee within five working days after receipt of notification of the contract award and shall include all documents supporting or justifying the protest. A bidder's failure to file the protest documents in a timely manner shall constitute a waiver of his/her right to protest the award of the contract.

The Superintendent or designee shall review the documents submitted with the bidder's claims and render a decision in writing within 30 working days. The Superintendent or designee may also convene a meeting with the bidder in order to attempt to resolve the problem.

\*\*\*Note: The following paragraph provides a process for appealing a bid award to the Board. Although the law does not specify the notice to be given in this circumstance, CSBA recommends at least three business days which may be modified to reflect district practice. \*\*\*

The bidder may appeal the Superintendent or designee's decision to the Board. The Superintendent or designee shall provide notice to the bidder of the date and time for Board consideration of the protest at least three business days before the Board meeting. The Board's decision shall be final.

#### Alternative Bid Procedures for Technological Supplies and Equipment

Rather than seek competitive bids, the Board may use competitive negotiation when it makes a

finding that a district procurement is for computers, software, telecommunications equipment, microwave equipment, or other related electronic equipment and apparatus. Competitive negotiation shall not be used to contract for construction or for the procurement of any product that is available in substantial quantities to the general public. (Public Contract Code 20118.2)

The competitive negotiation process shall include, but not be limited to, the following requirements: (Public Contract Code 20118.2)

1. The Superintendent or designee shall prepare a request for proposals (RFP) that shall be submitted to an adequate number of qualified sources, as determined by the district, to permit reasonable competition consistent with the nature and requirement of the procurement.
2. Notice of the RFP shall be published at least twice in a newspaper of general circulation, at least 10 days before the date for receipt of the proposals.
3. The Superintendent or designee shall make every effort to generate the maximum feasible number of proposals from qualified sources and shall make a finding to that effect before proceeding to negotiate if only a single response to the RFP is received.
4. The RFP shall identify all significant evaluation factors, including price, and their relative importance.
5. The Superintendent or designee shall provide reasonable procedures for the technical evaluation of the RFPs received, the identification of qualified sources, and the selection for the award of the contract.
6. The Board shall award the contract to the qualified bidder whose proposal meets the evaluation standards and will be most advantageous to the district with price and all other factors considered.
7. If the Board does not award the contract to the bidder whose proposal contains the lowest price, then the Board shall make a finding setting forth the basis for the award to another bidder.
8. The Board, at its discretion, may reject all proposals and request new RFPs.
9. Provisions in any contract concerning utilization of small business enterprises that are in accordance with the RFP shall not be subject to negotiation with the successful proposer.

#### Sole Sourcing

\*\*\*Note: "Sole sourcing" is the practice by which one brand name product is specified, although comparable, competitive products are available. Public Contract Code 3400 allows sole sourcing in limited circumstances and requires that the specification of the designated product be followed by the words "or equal," so that bidders for such a contract are able to base their bids on the use of other products of equal functionality that may result in cost savings for the district. The following section is optional. \*\*\*

In any contract for the construction, alteration, or repair of school facilities, the Superintendent or designee shall ensure that the bid specification: (Public Contract Code 3400)

1. Does not directly or indirectly limit bidding to any one specific concern
2. Does not call for a designated material, product, thing, or service by a specific brand or trade name, unless the specification is followed by the words "or equal," so that bidders may furnish any equal material, product, thing, or service

In any such case, the bid specification shall provide a time period, before and/or after the award of the contract, for the contractor to submit data substantiating the request for substituting the designated material, product, thing, or service. If no such time period is specified, the contractor may submit the data within 35 days after the award of the contract.

\*\*\*Note: The following optional paragraph is for use by districts with ADA of more than 2,500. For the repair or replacement of the roof of a public facility, a material must meet the requirements specified below to be considered "equal" pursuant to Public Contract Code 3000-3010. \*\*\*

When the bid is for a roof project, a material, product, thing, or service is considered "equal" to that designated if it is equal in quality, durability, design, and appearance; will perform the intended function equally well; and conforms substantially to the detailed requirements in the bid specification. (Public Contract Code 3002)

However, the Superintendent or designee may designate a specific material, product, thing, or service by brand or trade name (sole sourcing) if the Board has made a finding, described in the invitation for bids or RFP, that a particular material, product, thing, or service is designated for any of the following purposes: (Public Contract Code 3400)

1. To conduct a field test or experiment to determine its suitability for future use
2. To match others in use on a particular public improvement that has been completed or is in the course of completion
3. To obtain a necessary item that is only available from one source
4. To respond to the Board's declaration of an emergency, as long as the declaration has been approved by four-fifths of the Board when issuing the invitation for bid or RFP

(cf. 9323.2 - Actions by the Board)

#### Bids Not Required

\*\*\*Note: The following paragraph lists those items that may be purchased through a "piggybacked" bid; see the accompanying Board policy. Many districts have used the piggyback

procedure to purchase portable and relocatable buildings. The Attorney General has opined (89 Ops.Cal.Atty.Gen. 1 2006) that a district may not rely on the piggyback exception to contract for the acquisition and installation of factory-built modular building components (i.e., roofs and walls) for installation on a permanent foundation. However, this opinion does not apply to typical portable or relocatable single-classroom buildings, because they lack a permanent foundation and building mobility. Districts considering using the piggyback process for relocatables, portables, modulars, and the like should consult district legal counsel. While Attorney General opinions are not binding, they are often given deference by the court and may also be considered by the State Allocation Board when making funding decisions. \*\*\*

Without advertising for bids and upon a determination that it is in the best interest of the district, the Board may authorize another public corporation or agency, by contract, lease, requisition, or purchase order, to lease data-processing equipment or to purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner that the other public corporation or agency is authorized to make the leases or purchases from a vendor ("piggyback"). Alternatively, if the public corporation or agency has an existing contract with a vendor for the lease or purchase of personal property, the district may authorize the lease or purchase of personal property directly from the vendor and make payments under the same terms that are available to the public corporation or agency under the contract. (Public Contract Code 20118)

(cf. 3300 - Expenditures and Purchases)

(cf. 3512 - Equipment)

\*\*\*Note: The following optional paragraph is commonly described as the "lease-leaseback" contract. This construction financing method should only be used in coordination with competent technical consultants and legal counsel to ensure all legal requirements are met. Pursuant to Education Code 17407.5, as added by AB 566 (Ch. 214, Statutes of 2015), the contractor must provide an enforceable commitment to the district that it will use a certain percentage of skilled and trained workers to complete project-related work that is within an "apprenticeable occupation" as defined in Labor Code 3075.\*\*\*

In addition, upon a determination that it is in the best interest of the district and without advertising for bids, the Board may lease currently owned district property to any person, firm, or corporation for a minimum of \$1 per year, as long as the lease requires the person, firm, or corporation to construct a building or buildings on the property for the district's use during the lease and the property and building(s) will vest in the district at the expiration of the lease ("lease-leaseback"). Prior to entering into a lease-leaseback agreement, the Superintendent or designee shall have on file the contractor's enforceable commitment that the contractor and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades. (Education Code 17406, 17407.5)

(cf. 3280 - Sale or Lease of District-Owned Real Property)

\*\*\*Note: In Davis v. Fresno Unified School District, a California appellate court ruled that, to

be valid, a lease-leaseback agreement must contain a lease term and a financing component as specified in the following paragraph. \*\*\*

Any lease-leaseback agreement shall include a lease term that specifies the district's occupancy of the building or improved property and a financing component as may be determined on a case-by-case basis.

\*\*\*Note: Pursuant to Education Code 17406, as amended by AB 1581 (Ch. 408, Statutes of 2014), the prequalification requirements for contracts that meet the criteria specified in Public Contract Code 20111.6 are also applicable to lease-leaseback contracts. As amended by AB 566 (Ch. 214, Statutes of 2015), Education Code 17406 requires prequalification for such projects irrespective of whether or not they are funded locally or through state sources and makes the provision applicable to all districts, not just those with ADA of 2,500 or more. See "Prequalification Procedure" section above. \*\*\*

Regardless of the funding source, when any lease-leaseback agreement is for a public project, involves an expenditure of \$1,000,000 or more, and meets other criteria in Public Contract Code 20111.6, the prequalification requirements specified in the "Prequalification Procedure" section above shall be followed. (Education Code 17406)

\*\*\*Note: The following optional paragraph reflects the authority granted to public agencies pursuant to Government Code 4217.10-4217.18 to enter into energy service contracts without competitive bidding when the agency's governing body determines that the contract is in the best interest of the agency based on the "costs-benefits" analysis specified in Government Code 4217.12. \*\*\*

Without advertising for bids, the Board may enter into an energy service contract and any related facility ground lease, when it determines that the terms of the contract and lease are in the best interest of the district. The Board's determination shall be made at a regularly scheduled public hearing of which notice is given to the public at least two weeks in advance and shall be based on cost comparison findings specified in Government Code 4217.12. (Government Code 4217.12)

(cf. 3511 - Energy and Water Management)  
(cf. 9320 - Meetings and Notices)

Supplementary textbooks, library books, educational films, audiovisual materials, test materials, workbooks, instructional computer software packages, or periodicals may be purchased in any amount without taking estimates or advertising for bids. (Public Contract Code 20118.3)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)  
(cf. 6161.11 - Supplementary Instructional Materials)  
(cf. 6163.1 - Library Media Centers)

Perishable foodstuffs and seasonal commodities needed in the operations of cafeterias may be purchased through bid or on the open market. (Education Code 38083)

(cf. 3551 - Food Service Operations/Cafeteria Fund)

Bids shall not be required for day labor under circumstances specified in Public Contract Code 20114. Day labor shall include the use of maintenance personnel employed on a permanent or temporary basis. (Public Contract Code 20114)

\*\*\*Note: Pursuant to Public Contract Code 20113, a district may award contracts without competitive bidding in emergency situations, as specified below. In Marshall v. Pasadena Unified School District, a court held that the definition of "emergency" in Public Contract Code 1102 is applicable. Public Contract Code 1102 defines "emergency" as a "sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services." \*\*\*

In an emergency when any repairs, alterations, work, or improvement to any school facility is necessary to permit the continuance of existing school classes or to avoid danger to life or property, the Board may, by unanimous vote and with the approval of the County Superintendent of Schools, contract for labor and materials or supplies without advertising for or inviting bids or may authorize the use of day labor or force account for the emergency purpose. (Public Contract Code 1102, 20113)

(cf. 3517 - Facilities Inspection)

The district may purchase any surplus property from the federal government or any of its agencies in any quantity needed for the operation of its schools without taking estimates or advertising for bids. (Education Code 17602)

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# CSBA Sample

## Administrative Regulation

### Equipment

AR 3512

#### Business and Noninstructional Operations

\*\*\*Note: The California School Accounting Manual distinguishes between "equipment" and "supplies" and defines equipment as having relatively permanent value (e.g., is serviceable for more than one year) and substantially increasing the value of the district's physical assets. Equipment is generally not of an expendable nature and does not easily deteriorate in use. Examples include computer systems, machinery, vehicles, and playground equipment. \*\*\*

District equipment shall be used primarily for educational purposes and/or to conduct district business. The Superintendent or designee shall ensure that all employees, students, and other users understand the appropriate use of district equipment and that any misuse may be cause for disciplinary action or loss of user privilege.

(cf. 0440 - District Technology Plan)  
 (cf. 3515.4 - Recovery for Property Loss or Damage)  
 (cf. 3540 - Transportation)  
 (cf. 3551 - Food Service Operations/Cafeteria Fund)  
 (cf. 4040 - Employee Use of Technology)  
 (cf. 4118 - Dismissal/Suspension/Disciplinary Action)  
 (cf. 4218 - Dismissal/Suspension/Disciplinary Action)  
 (cf. 5142 - Safety)  
 (cf. 5144 - Discipline)  
 (cf. 6000 - Concepts and Roles)  
 (cf. 6163.4 - Student Use of Technology)  
 (cf. 6171 - Title I Programs)

School-connected organizations may be granted reasonable use of the equipment for school-related matters as long as it does not interfere with the use by students or employees or otherwise disrupt district operations.

(cf. 1230 - School-Connected Organizations)  
 (cf. 1330 - Use of School Facilities)

\*\*\*Note: The following paragraph is optional. It is recommended that the district check its liability coverage for off-site use of district equipment and materials. Whenever an individual is authorized to borrow district equipment, he/she could be required to complete a form identifying the equipment and the intended use and indicating that the individual will assume responsibility for any loss or damage to the equipment. See the accompanying Exhibit for a sample form that may be used for this purpose. \*\*\*

The Superintendent or designee shall approve the transfer of any district equipment from one work site to another and the removal of any district equipment for off-site use. When any equipment is taken off site, the borrower is responsible for its safe return and shall be fully liable for any loss or damage.

Employees transferred to another work site shall take with them only those personal items that have been purchased with their own funds unless otherwise authorized by the Superintendent or designee or applicable Board policy.

\*\*\*Note: Education Code 35168 requires the district to maintain an inventory containing specified information for all equipment currently valued in excess of \$500. Although 34 CFR 80.3 and 80.32 only require districts to maintain inventory records of tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit, the state's Federal Program Monitoring process reviews whether the district maintains an inventory record for every item of equipment with an acquisition cost of \$500 or more per unit that is purchased with state and/or federal categorical funds. CSBA recommends an inventory of all equipment currently valued in excess of \$500 in order to simplify the district's inventory procedures and to comply with law. Also see AR 3440 - Inventories. \*\*\*

The Superintendent or designee shall maintain an inventory of all equipment currently valued in excess of \$500. (Education Code 35168; 5 CCR 3946)

(cf. 3440 - Inventories)

When equipment is unusable or is no longer needed, it may be sold, donated, or disposed of in accordance with Education Code 17540-17555 or 34 CFR 80.32, as applicable.

(cf. 3270 - Sale and Disposal of Books, Equipment and Supplies)

#### Equipment Acquired with Federal Funds

\*\*\*Note: Office of Management and Budget (OMB) guidance in OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments) requires a district receiving federal grant funds to obtain prior written approval from its awarding agency before incurring the cost of a capital expenditure. Both the OMB guidance and generally accepted accounting principles identify equipment as a capital expenditure. \*\*\*

The Superintendent or designee shall obtain prior written approval from the California Department of Education or other awarding agency before purchasing equipment with federal funds.

(cf. 3300 - Expenditures and Purchases)

All equipment purchased for federal programs funded through the consolidated application pursuant to Education Code 64000-64001 shall be labeled with the name of the project,

identification number, and name of the district. (5 CCR 3946)

For any equipment acquired in whole or in part with federal funds, the Superintendent or designee shall develop adequate maintenance procedures to keep the property in good condition. He/she shall also develop adequate safeguards to prevent loss, damage, or theft of the property and shall investigate any loss, damage, or theft. (34 CFR 80.32)

(cf. 3530 - Risk Management/Insurance)

(cf. 4156.3/4256.3/4356.3 - Employee Property Reimbursement)

Equipment purchased for use in a federal program shall be used in that program as long as needed, whether or not the program continues to be supported by federal funds. The equipment may be used in other activities currently or previously supported by a federal agency when such use does not interfere with the work on the project or program for which it was originally acquired or when use of the equipment is no longer needed for the original program. (34 CFR 80.32)

#### Legal Reference:

##### EDUCATION CODE

17540-17542 Sale or lease of personal property by one district to another

17545-17555 Sale of personal property

17605 Delegation of authority to purchase supplies and equipment

35160 Authority of governing boards

35168 Inventory of equipment

64000-64001 Consolidated application process

##### CODE OF REGULATIONS, TITLE 5

3946 Control, safeguards, disposal of equipment purchased with state and federal consolidated application funds

4424 Comparability of services

16023 Class 1 - Permanent records

##### UNITED STATES CODE, TITLE 20

6321 Fiscal requirements

##### CODE OF FEDERAL REGULATIONS, TITLE 34

80.1-80.52 Uniform administration requirements for grants to state and local governments

#### Management Resources:

##### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

##### OFFICE OF MANAGEMENT AND BUDGET PUBLICATIONS

Cost Principles for State, Local, and Indian Tribal Governments, OMB Circular A-87

##### WEB SITES

California Department of Education: <http://www.cde.ca.gov>

Office of Management and Budget: <https://www.whitehouse.gov/omb>

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# CSBA Sample

## Administrative Regulation

### Special Education Staff

AR 4112.23

#### Personnel

#### Qualifications/Assignment of Special Education Teachers

\*\*\*Note: Individuals providing instruction in special education must possess an appropriate credential or added authorization issued by the Commission on Teacher Credentialing (CTC) permitting such service, including the (1) education specialist credential, which includes specializations in mild/moderate disabilities, moderate/severe disabilities, deaf and hard of hearing, visual impairments, physical and health impairments, early childhood special education, and language and academic development; (2) previously issued special education credential; (3) speech-language pathology services credential; or (4) clinical or rehabilitative services credential authorizing the provision of audiology and/or orientation and mobility services. \*\*\*

\*\*\*Note: Teachers who receive an added authorization may be assigned to serve students in the broad specialty area pursuant to their credential and in the specific area of the added authorization. 5 CCR 80048.7 allows credential holders to obtain added authorizations in the following areas: autism spectrum disorders (ASD), deaf-blind, emotional disturbance, orthopedically impaired, other health impaired, and traumatic brain injury. In addition, holders of a valid prerequisite teaching credential authorizing the teaching of physical education in any grade K-12 or a credential authorizing instruction or services in special education may obtain an added authorization pursuant to 5 CCR 80046.1 to provide adapted physical education to students with special needs who are unable to participate in a general physical education program. Holders of a special education teaching credential may obtain an added authorization pursuant to 5 CCR 80048.5 to provide early childhood special education to children from birth through prekindergarten. An added authorization to provide resource specialist services may be granted pursuant to 5 CCR 80070.1-80070.5 to a person who holds a special education credential, but is unnecessary for holders of education specialist credentials issued since September 1997 since that credential already includes an authorization to provide resource specialist services. \*\*\*

\*\*\*Note: An option that allowed districts, under certain conditions, to assign teachers who possess the mild/moderate disabilities specialization to provide instruction to students with ASD expired in 2013. Preliminary education specialist credential programs now include ASD content for all specialty areas, and preliminary and clear credentials authorize the holder to provide ASD services within their specialty areas. \*\*\*

Any teacher assigned to serve students with disabilities shall possess an appropriate credential or other authorization issued by the Commission on Teacher Credentialing (CTC) that specifically authorizes him/her to teach students with the primary disability within the program placement

recommended in the students' individualized education program (IEP). (5 CCR 80046.1-80048.9.4)

(cf. 4112.2 - Certification)

(cf. 4113 - Assignment)

(cf. 6159 - Individualized Education Program)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

(cf. 6164.6 - Identification and Education Under Section 504)

\*\*\*Note: The No Child Left Behind Act (20 USC 6319; 34 CFR 200.55-200.57) requires all teachers of core academic subjects, including special education teachers, to be "highly qualified" as defined in 20 USC 7801 and 5 CCR 6100-6126; see AR 4112.24 - Teacher Qualifications Under the No Child Left Behind Act. \*\*\*

Special education teachers who teach core academic subjects shall possess the qualifications required by the No Child Left Behind Act. (5 CCR 6100-6126; 20 USC 1401, 6319, 7801; 34 CFR 200.55-200.57, 300.18)

(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)

\*\*\*Note: Pursuant to Education Code 44325, the CTC issues special education district intern credentials which authorize their holders to provide classroom instruction to students with disabilities. For requirements pertaining to internship programs, see BP/AR 4112.21 - Interns. \*\*\*

The district may employ a person with an appropriate district intern credential to provide classroom instruction to students with disabilities, provided he/she has met the subject matter requirement specified in Education Code 44325 and receives guidance, supervision, and professional development through an established district intern program. (Education Code 44325, 44326, 44830.3)

(cf. 4112.21 - Interns)

\*\*\*Note: 5 CCR 80027.1 establishes the special education limited assignment teaching permit which allows a special education credential holder to serve outside his/her specialty area while completing the coursework for an added authorization in special education or an additional full specialty area in another special education area. The permit is valid for up to one year from the date of issuance but may be renewed twice, for a total of three years in the specialty area, if renewal requirements are met. \*\*\*

The Superintendent or designee may request that the CTC issue a special education limited assignment teaching permit which authorizes a qualified special education teacher, with his/her written consent, to serve outside the specialty area of his/her credential. If the teacher has not yet obtained permanent status, the Superintendent or designee shall assign one or more experienced educators in the special education subject area(s) of the permit, who have at least three years of full-time teaching experience in each of the subject area(s) of the permit, to provide guidance and

assistance to the permit holder. (5 CCR 80026, 80027.1)

As needed, the district may apply to the CTC for an emergency permit for resource specialist services pursuant to 5 CCR 80023.2 and 80024.3.1.

\*\*\*Note: When requesting that the CTC issue a special education limited assignment teaching permit or an emergency resource specialist permit, the district must submit a Declaration of Need for Fully Qualified Educators in accordance with 5 CCR 80026. The form for the Declaration of Need is available in the CTC's online Credential Information Guide, which may be accessed only by employers. Pursuant to 5 CCR 80026, the Declaration of Need is valid for up to 12 months, but expires no later than June 30 following its submission to the CTC. See BP 4112.2 - Certification for additional information regarding the Declaration of Need. \*\*\*

When requesting either a limited assignment teaching permit or an emergency resource specialist permit, the Superintendent or designee shall submit a Declaration of Need for Fully Qualified Educators that satisfies the requirements of 5 CCR 80026 and has been approved by the Board at a regularly scheduled Board meeting. (5 CCR 80026)

\*\*\*Note: Pursuant to 5 CCR 80021.1, if the district is unable to employ a suitable credentialed teacher after a diligent search, it may request that the CTC issue a provisional internship permit (PIP) to a qualified candidate for one year. Pursuant to 5 CCR 80021, the district may request that the CTC issue a short-term staff permit (STSP) when there is a need to immediately fill a classroom vacancy. See BP/AR 4112.2 - Certification for requirements related to these permits. When the district is unable to hire a person with the STSP or PIP, the district may request that the CTC issue a short-term or variable term waiver. \*\*\*

\*\*\*Note: Before the district applies for the STSP, PIP, or a waiver, the CTC recommends that the district first seek a special education limited assignment permit if an individual meets the requirements for that permit. See the CTC's Special Education Teaching and Services Credentials, Added Authorizations in Special Education, and Limited Assignment Permits for California Prepared Teachers: Frequently Asked Questions, available on its web site. \*\*\*

If there is a need to immediately fill a classroom vacancy or a suitable credentialed teacher cannot be found after a diligent search, the Superintendent or designee may, as appropriate, apply to the CTC for a short-term staff permit pursuant to 5 CCR 80021, a provisional internship permit pursuant to 5 CCR 80021.1, or, as a last resort, a credential waiver.

Individuals providing related services to students with disabilities, including developmental, corrective, and other supportive and related services, shall meet the applicable qualifications specified in 5 CCR 3051-3051.24. (5 CCR 3051; 34 CFR 300.34, 300.156)

(cf. 3312 - Contracts)

(cf. 3600 - Consultants)

The Superintendent or designee shall provide ongoing professional development as needed to assist special education staff in updating and improving their knowledge and skills.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

\*\*\*Note: Pursuant to 5 CCR 80048.8.1, completion of a CTC-approved induction program offered by either a district or a college/university is a requirement to earn a clear credential. Also see BP 4131.1 - Teacher Support and Guidance. \*\*\*

Whenever a candidate for a clear education specialist credential is employed by the district, the Superintendent or designee shall, within 60 days of employment, collaborate with the candidate and, as applicable, with the college or university to develop an individualized induction plan including supported induction and job-related course of advanced preparation. (5 CCR 80048.8.1)

(cf. 4131.1 - Teacher Support and Guidance)

### Resource Specialists

\*\*\*Note: Education Code 56195.8 mandates entities providing special education to adopt policy related to resource specialists. The following section fulfills this mandate and should be revised for consistency with the policy and regulations of the Special Education Local Plan Area (SELPA) in which the district participates. Also see language on caseloads for resource specialists in the section "Caseloads" below. \*\*\*

The duties of resource specialists shall include, but are not limited to: (Education Code 56362; 5 CCR 80070.5)

1. Providing instruction and services for students with disabilities whose needs have been identified in an IEP
2. Conducting educational assessments
3. Providing information and assistance for students with disabilities and their parents/guardians
4. Providing consultation, resource information, and material regarding students with disabilities to staff members in the regular education program and the students' parents/guardians
5. Coordinating special education services with the regular school program for each student with disabilities enrolled in the resource specialist program
6. Monitoring student progress on a regular basis, participating in the review and revision of IEPs as appropriate, and referring students who do not demonstrate appropriate progress to the IEP team

\*\*\*Note: Item #7 below should be deleted by districts that do not maintain secondary schools.  
\*\*\*

7. Providing services for secondary students that emphasize academic achievement, career and vocational development, and preparation for adult life

Any student who receives resource specialist services shall be assigned to regular classroom teacher(s) for a majority of the school day, unless his/her IEP team approves enrollment in the resource specialist program for a majority of the school day. (Education Code 56362; 5 CCR 80070.5)

Resource specialists shall not simultaneously be assigned to serve as resource specialists and to teach regular classes. (Education Code 56362)

The district's resource specialist program shall be under the direction of a resource specialist who possesses the qualifications specified in Education Code 56362.

#### Caseloads

\*\*\*Note: The following section should be revised to reflect district practice. Education Code 56362 specifies maximum caseloads for resource specialists. Education Code 56363.3 and 56441.7 specify caseloads for language, speech, and hearing specialists. Other special education caseloads are not set by law and may be determined through collective bargaining agreements or the policies and regulations of the SELPA in which the district participates. \*\*\*

The Superintendent or designee shall ensure that caseloads for special education teachers are within the maximum caseloads established by law, the collective bargaining agreement, and/or the comprehensive plan of the Special Education Local Plan Area (SELPA) in which the district participates.

(cf. 0430 - Comprehensive Local Plan for Special Education)  
(cf. 1312.3 - Uniform Complaint Procedures)  
(cf. 4141/4241 - Collective Bargaining Agreement)

\*\*\*Note: Education Code 56195.8 and 56362 mandate that each entity providing special education adopt policy that includes caseloads for resource specialists. Such caseloads must not exceed 28 students per resource specialist except as provided below. The following paragraph should be revised as necessary for consistency with SELPA and district practice. \*\*\*

\*\*\*Note: In addition, pursuant to Education Code 56362, at least 80 percent of the resource specialists within a SELPA must be provided with an instructional aide. \*\*\*

No resource specialist shall have a caseload which exceeds 28 students. As necessary and with the agreement of the resource specialist, the Governing Board may request a waiver from the State Board of Education to increase the caseload to no more than 32 students, provided that an individual resource specialist does not have a caseload exceeding 28 students for more than two

school years and has the assistance of an instructional aide at least five hours daily during the period of the waiver. (Education Code 56362, 56362.1; 5 CCR 3100)

(cf. 1431 - Waivers)

The average caseload for language, speech, and hearing specialists shall not exceed 55 cases, unless the SELPA plan specifies a higher average caseload and states the reasons for the higher average caseload. The maximum caseload for speech and language specialists exclusively serving children with disabilities age 3-5 years shall not exceed 40. (Education Code 56363.3, 56441.7)

Legal Reference:

EDUCATION CODE

8264.8 Staffing ratios

44250-44279 Credentials, especially:

44256 Credential types, specialist instruction

44258.9 Assignment monitoring

44265-44265.9 Special education credential

44325-44328 District interns

44830.3 District interns, supervision and professional development

56000-56865 Special education, especially:

56195.8 Adoption of policies

56361 Program options

56362-56362.5 Resource specialist program

56363.3 Maximum caseload; language, speech, and hearing specialists

56440-56441.7 Programs for individuals between the ages of three and five years; caseloads

CODE OF REGULATIONS, TITLE 5

3051.1-3051.24 Staff qualifications to provide related services to students with disabilities

3100 Waivers of maximum caseload for resource specialists

6100-6126 Teacher qualifications, No Child Left Behind Act

80021 Short-term staff permit

80021.1 Provisional internship permit

80023.2 Emergency permits

80025.4 Substitute teaching, special education

80026 Declaration of need for fully qualified educators

80027.1 Special education limited assignment teaching permit

80046.1 Adapted physical education specialist

80046.5 Credential holders authorized to serve students with disabilities

80047-80047.9 Credentials to provide instructional services to students with disabilities

80048-80048.9.4 Credential requirements and authorizations

80070.1-80070.6 Resource specialists

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities Education Act, especially:

1401 Definition of highly qualified special education teacher

6319 Highly qualified teachers

7801 Definitions, highly qualified teacher  
 CODE OF FEDERAL REGULATIONS, TITLE 34  
 200.55-200.57 Highly qualified teachers  
 300.8 Definition of autism  
 300.18 Highly qualified special education teachers  
 300.34 Related services  
 300.156 Special education personnel requirements

Management Resources:

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

Special Education Teaching and Services Credentials, Added Authorizations in Special Education, and Limited Assignment Permits for California Prepared Teachers: Frequently Asked Questions, May 26, 2014

Education Specialist Teaching and Other Related Services Credential Program Standards, 2012

WEB SITES

California Association of Resource Specialists and Special Education Teachers:

<http://www.carsplus.org>

California Department of Education, Special Education: <http://www.cde.ca.gov/sp/se>

California Speech-Language-Hearing Association: <http://www.csha.org>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

National Association of Special Education Teachers: <http://www.naset.org>

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# CSBA Sample

## Administrative Regulation

### Sexual Harassment

AR 4119.11 4219.11, 4319.11

#### Personnel

\*\*\*Note: The following administrative regulation is mandated pursuant to Education Code 231.5 and includes reasonable steps for preventing the occurrence of discrimination and harassment as required pursuant to Government Code 12940 (California Fair Employment and Housing Act). \*\*\*

\*\*\*Note: The focus of this administrative regulation is on sexual harassment of employees. For information related to the sexual harassment of students, see BP/AR 5145.7 - Sexual Harassment. \*\*\*

#### Definitions

\*\*\*Note: In *Oncale v. Sundowner Offshore Services, Inc.*, the U.S. Supreme Court held that same-sex sexual harassment could be actionable under Title VII of the Civil Rights Act of 1964 (42 USC 2000e-2000e-17). \*\*\*

Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite sex in the work or educational setting when: (Education Code 212.5; Government Code 12940; 5 CCR 4916)

1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment.
2. Submission to or rejection of such conduct by the individual is used as the basis for an employment decision affecting him/her.

\*\*\*Note: Pursuant to Government Code 12940, conduct specified in item #3 below constitutes sexual harassment if it is sufficiently severe, pervasive, or offensive to create a hostile or abusive work environment for the victim, regardless of whether or not the alleged harasser is motivated by sexual desire for the victim. \*\*\*

3. The conduct has the purpose or effect of having a negative impact upon the individual's work or has the purpose or effect of creating an intimidating, hostile, or offensive work environment. Regardless of whether or not the alleged harasser was motivated by sexual desire, the conduct is sufficiently severe, persistent, pervasive, or objectively offensive as to create a hostile or abusive working environment or to limit the individual's ability to participate in or benefit from an education program or activity.

4. Submission to or rejection of the conduct by the other individual is used as the basis for any decision affecting him/her regarding benefits, services, honors, programs, or activities available at or through the district.

\*\*\*Note: Pursuant to Government Code 12940, the district may be held liable for sexual harassment committed against employees by clients, customers, or other third parties if the district knew, or should have known, of the harassment and failed to take immediate and appropriate corrective action to stop the harassment. The following paragraph clarifies that sexual harassment may include acts by supervisors, co-workers, or other parties and should be modified to reflect district practice. \*\*\*

Other examples of actions that might constitute sexual harassment, whether committed by a supervisor, a co-worker, or a non-employee, in the work or educational setting include, but are not limited to:

1. Unwelcome verbal conduct such as sexual flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for sexual activity; sexual jokes or stories; unwelcome sexual slurs, epithets, threats, innuendoes, derogatory comments, sexually degrading descriptions, or the spreading of sexual rumors
2. Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit emails; displaying sexually suggestive objects
3. Unwelcome physical conduct such as massaging, grabbing, fondling, stroking, or brushing the body; touching an individual's body or clothes in a sexual way; cornering, blocking, leaning over, or impeding normal movements

### Training

\*\*\*Note: The following optional paragraph is consistent with a district's obligation to protect its employees from sexual harassment, and may be modified to reflect district practice. Although training is not legally required for all employees, Government Code 12940 requires districts to take reasonable steps to prevent harassment. In addition, since the language of BP/AR 5145.7 - Sexual Harassment requires employees to report sexual harassment against students, training such employees to recognize sexual harassment and address reports of incidents furthers the district's interest in protecting both employees and students against prohibited conduct. Thus, it is strongly recommended that districts periodically provide sexual harassment training or information to all their employees, especially those who work at school sites. \*\*\*

\*\*\*Note: Provision of periodic training to all district employees could also help foster a positive work environment and mitigate damages against a district in the event of sexual harassment litigation. In *Department of Health Services v. Superior Court (McGinnis)*, the California Supreme Court held that employers that have taken reasonable steps to prevent and correct workplace sexual harassment may be able to reduce damages in the event of a lawsuit. Such steps may include establishing anti-harassment policies and communicating those policies to

employees. \*\*\*

The Superintendent or designee shall ensure that all employees receive training regarding the district's sexual harassment policies when hired and periodically thereafter. Such training shall include the procedures for reporting and/or filing complaints involving an employee, employees' duty to use the district's complaint procedures, and employee obligations when a sexual harassment report involving a student is made to the employee.

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 4031 - Complaints Concerning Discrimination in Employment)

(cf. 5145.7 - Sexual Harassment)

\*\*\*Note: The remainder of this section is for use by districts with 50 or more employees. Government Code 12950.1 requires such districts to provide two hours of sexual harassment training and education once every two years to every supervisory employee, defined as any employee with the authority to take employment action, including hiring, transferring, suspending, and disciplining other employees, or recommend such action if the exercise of that authority is not merely routine or clerical in nature. All newly hired supervisors or employees promoted to a supervisory position must receive the training within six months of their hire or assumption of the supervisory position. Compliance with this law does not insulate the district from any liability for harassment. \*\*\*

\*\*\*Note: Governing Board members, as elected officials, are not usually considered "supervisors"; however, since Board members have the authority to hire, reward, or discipline the Superintendent and other employees, Board members may also be required to receive sexual harassment training. Districts should consult with legal counsel to ensure that the appropriate individuals receive training. \*\*\*

\*\*\*Note: Although the law does not require districts with fewer than 50 employees to provide sexual harassment training to supervisors, court decisions have held that providing training may help mitigate damages in sexual harassment suits. Districts with fewer than 50 employees may delete or modify the remainder of this section to reflect district practice. \*\*\*

Every two years, the Superintendent or designee shall ensure that supervisory employees receive at least two hours of classroom or other effective interactive training and education regarding sexual harassment. All such newly hired or promoted employees shall receive training within six months of their assumption of the new position. (Government Code 12950.1)

A supervisory employee is any employee with the authority to hire, transfer, suspend, lay off, promote, discharge, assign, reward, or discipline other employees, or to effectively recommend such action.

\*\*\*Note: Government Code 12950.1 and 2 CCR 11023 require that the training for supervisory employees contain specified components and be presented by trainers or educators with knowledge and expertise in the prevention of harassment, discrimination, and retaliation. \*\*\*

The district's sexual harassment training and education program for supervisory employees shall include the provision of: (Government Code 12950.1; 2 CCR 11023)

1. Information and practical guidance regarding federal and state laws on the prohibition against and the prevention and correction of sexual harassment, and the remedies available to the victims of sexual harassment in employment
2. Practical examples aimed at instructing supervisors in the prevention of harassment, discrimination, and retaliation

\*\*\*Note: Pursuant to Government Code 12950.1, as amended by AB 2053 (Ch. 306, Statutes of 2014), the prevention of abusive conduct must be included as a component of the sexual harassment training for supervisors. \*\*\*

3. A component on the prevention of abusive conduct that addresses the use of derogatory remarks, insults, or epithets, other verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, and the gratuitous sabotage or undermining of a person's work performance
4. A copy of the district's sexual harassment policy and administrative regulation, which each participant shall acknowledge in writing that he/she has received
5. All other contents of mandated training specified in 2 CCR 11023

The Superintendent or designee shall retain for at least two years the records of any training provided to supervisory employees. Such records shall include the names of trained employees, date of the training, the type of training, and the name of the training provider. (2 CCR 11023)

#### Notifications

\*\*\*Note: Education Code 231.5 requires that the district provide copies of its policy on sexual harassment to staff, as specified below. In addition, 2 CCR 11023 requires that supervisory employees undergoing mandatory training receive a copy of the district's policy and acknowledge receipt of the policy; see item #4 in the section "Training" above. \*\*\*

A copy of the Board policy and this administrative regulation shall: (Education Code 231.5)

1. Be displayed in a prominent location in the main administrative building, district office, or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted
2. Be provided to every district employee at the beginning of the first quarter or semester of the school year or whenever a new employee is hired

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

3. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct

\*\*\*Note: Government Code 12950 requires the Department of Fair Employment and Housing (DFEH) to develop posters and information sheets on employment discrimination and the illegality of sexual harassment. These documents are available on DFEH's web site. \*\*\*

All employees shall receive either a copy of information sheets prepared by the California Department of Fair Employment and Housing (DFEH) or a copy of district information sheets that contain, at a minimum, components on: (Government Code 12950)

1. The illegality of sexual harassment
2. The definition of sexual harassment under applicable state and federal law
3. A description of sexual harassment, with examples
4. The district's complaint process available to the employee
5. The legal remedies and complaint process available through DFEH and the Equal Employment Opportunity Commission (EEOC)
6. Directions on how to contact DFEH and the EEOC
7. The protection against retaliation provided by 2 CCR 11021 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by DFEH and the EEOC

In addition, the district shall post, in a prominent and accessible location, DFEH's poster on discrimination in employment and the illegality of sexual harassment. (Government Code 12950)

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# CSBA Sample

## Board Policy

### Health And Welfare Benefits

BP 4154 4254,4354

#### Personnel

\*\*\*Note: The following optional policy should be revised to reflect district practice and collective bargaining agreements. Districts that contract with the Board of Administration of the Public Employees' Retirement System to obtain a health benefit plan under the Public Employees' Medical and Hospital Care Act (PEMHCA), Government Code 22750-22944, should revise the following policy and accompanying administrative regulation to reflect the requirements of that program. \*\*\*

The Governing Board recognizes that health and welfare benefits are essential to promote employee health and productivity and are an important part of the compensation offered to employees. The district shall provide health and welfare benefits for employees in accordance with state and federal law and subject to negotiated employee agreements.

(cf. 4140/4240/4340 - Bargaining Units)

(cf. 4141/4241 - Collective Bargaining Agreement)

(cf. 4151/4251/4351 - Employee Compensation)

\*\*\*Note: The district should select or revise the appropriate option below to reflect district practice regarding employees who are not in bargaining units. Districts selecting Option 2 should expand this policy or accompanying administrative regulation to specify benefits for unrepresented employees. Also see BP 4121 - Temporary/Substitute Personnel. \*\*\*

~~OPTION 1~~ Certified management, administrative, and supervisory employees who are not in bargaining units shall receive the same health and welfare benefits as those specified in the collective bargaining agreement for certificated employees. Classified management, administrative, and supervisory employees who are not in bargaining units shall receive the same health and welfare benefits as those specified in the collective bargaining agreement for classified employees.

(cf. 4300 - Administrative and Supervisory Personnel)

~~OPTION 2~~ Employees who are not in bargaining units shall receive health and welfare benefits as specified in Board policy and administrative regulation.

(cf. 4121 - Temporary/Substitute Personnel)

\*\*\*Note: Family Code 300, as amended by SB 1306 (Ch. 82, Statutes of 2014), defines marriage as a personal relationship arising out of a civil contract between "two persons" rather

than between a man and a woman. In addition, pursuant to Family Code 297.5, registered domestic partners have the same rights, protections, and benefits as spouses. Therefore, to the extent that the district provides health benefit coverage to spouses of employees pursuant to state law, the same coverage must be provided to registered domestic partners. Pursuant to Health and Safety Code 1374.58, health care service plans and health insurers are required to provide registered domestic partners coverage that is equal to the coverage provided to spouses. \*\*\*

For purposes of granting benefits, a registered domestic partner and his/her child shall have the same rights, protections, and benefits as a spouse and spouse's child. (Family Code 297.5, 300)

\*\*\*Note: The following paragraph is for use by districts that have an average of 50 or more full-time equivalent (FTE) employees over the preceding calendar year. The federal Patient Protection and Affordable Care Act (PPACA) (42 USC 300gg-300gg95; 26 USC 4980H; 26 CFR 54.4980H-1-54.4980H-6) requires such districts to offer FTE employees and their dependents (not including spouses) the opportunity to enroll in an affordable district-sponsored group health plan or health insurance coverage that provides minimum "essential coverage," as defined in Health and Safety Code 1367.005, 26 USC 5000A, and 26 CFR 1.5000A-2 and 54.4980H-1. In addition, the district must ensure that the employee's contribution toward the cost of the coverage does not exceed 9.5 percent of his/her household income; see the accompanying administrative regulation for further information about the calculation of the employee's contribution. \*\*\*

\*\*\*Note: For purposes of determining the applicability of this law, the district must calculate the number of FTE employees in accordance with 26 USC 4980H and 26 CFR 54.4980H-1. An FTE employee is one who works at least 30 hours per week (including actual work hours and hours for which an employee is paid or entitled to be paid due to vacation, holiday, sick leave, disability, jury duty, military leave, or other leave of absence). 26 CFR 54.4980H-3, as amended by 79 Federal Register 29, Feb. 12, 2014, clarifies that districts should not calculate employment breaks of four or more consecutive weeks, such as summer break, in a way that would significantly detract from the calculation of an employee's overall work hours. Thus, an employee who averages 30 hours or more per week for nine months and then no hours for three months would still be considered a full-time employee. In addition, in determining the number of FTE employees, the district must include the hours of service for all part-time employees for a calendar month divided by 120. Although part-time employees are considered in the determination as to whether the PPACA applies to the district, the district is not required under the PPACA to provide health benefits to part-time employees. See BP 4121 - Temporary/Substitute Personnel. The calculation of FTE employees is complex and the district should consult legal counsel as necessary. \*\*\*

\*\*\*Note: Beginning with the 2016 plan year, a district with 50 or more FTE employees will be required to offer health coverage that meets the PPACA requirements to at least 95 percent of its FTE employees. If a district fails to comply with this law and any FTE employee uses a federal tax credit or cost-sharing premium reduction to purchase coverage through a health exchange (i.e., Covered California), the district must pay a financial penalty. \*\*\*

The district shall offer full-time employees who work an average of 30 hours or more per week

and their dependents up to age 26 years a health insurance plan that includes coverage for essential health benefits, pays at least 60 percent of the medical expenses covered under the terms of the plan, and meets all other requirements of the federal Patient Protection and Affordable Care Act.

\*\*\*Note: Pursuant to 26 USC 105 and 26 CFR 1.105-11, self-insured medical expense reimbursement plans are prohibited from discriminating in favor of "highly compensated" individuals as to eligibility to participate or level of benefits provided under the plan. As defined in 26 USC 105(h), "highly compensated" individuals are those who are among the highest paid 25 percent of all employees, with specified exceptions. The PPACA (42 USC 300gg-16) extends this requirement to non-self-insured group health plans. Implementation of this provision with respect to group health plans has been delayed until the first plan year after the issuance of federal regulations or other guidance on how to comply with the requirement. As of October 6, 2015, this delay is still in effect. However, it is still recommended that districts begin to review their plans and practices to be prepared to comply with the expected rules. \*\*\*

With respect to eligibility to participate in the health benefits plan or the level of health benefits provided, the district shall not discriminate in favor of employees who are among the highest paid 25 percent of all district employees. (26 USC 105; 42 USC 300gg-16)

#### Continuation of Coverage

\*\*\*Note: Education Code 7000-7005 provide for continued health and dental care benefits for retired certificated employees and their spouses/domestic partners. In addition, for districts with 20 or more employees, continued health and disability benefits for former classified and certificated employees and their qualified beneficiaries are addressed in the federal Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) (26 USC 4980B; 29 USC 1161-1168; 26 CFR 54.4980B-1-54.4980B-10). For districts with 2-19 employees, continued health and disability benefits for former employees and their qualified beneficiaries are addressed in the California Continuation Benefits Replacement Act (Cal-COBRA) (Health and Safety Code 1366.20-1366.29; Insurance Code 10128.50-10128.59). These programs provide continuation coverage for limited time periods and under limited conditions. The following section reflects the general purposes of these programs; see the accompanying administrative regulation for a summary of major program requirements. \*\*\*

\*\*\*Note: Pursuant to Governmental Accounting and Standards Board Statement 45, "other postemployment benefits" (OPEBs) (i.e., medical, dental, vision, hearing, life insurance, long-term care, long-term disability, and other nonpension benefits for retired employees) must be reported by the district as a current expense over the working years of an employee. To the extent that OPEBs are not prefunded in a designated fund or irrevocable trust, they must be reported as a liability on the district's financial statements. See BP 3100 - Budget and AR 3460 - Financial Reports and Accountability. \*\*\*

Retired certificated employees, other employees who would otherwise lose coverage due to a qualifying event specified in law and administrative regulation, and their qualified beneficiaries may continue to participate in the district's group health and welfare benefits in accordance with

state and federal law.

\*\*\*Note: The following paragraph may be revised to reflect district practice. Covered employees and their qualified beneficiaries who elect continuation coverage may be required to pay all costs of the insurance plan as provided below (Education Code 7000; Health and Safety Code 1366.26; Insurance Code 10128.56; 26 USC 4980B). Any district contribution to retired employee health costs is a negotiable item. \*\*\*

Unless otherwise provided for in the applicable collective bargaining agreement, covered employees and their qualified beneficiaries may receive continuation coverage by paying the premiums, dues, and other charges, including any increases in premiums, dues, and costs incurred by the district in administering the program.

#### Confidentiality

\*\*\*Note: The Health Insurance Portability and Accountability Act (HIPAA) (45 CFR 164.500-164.534) specifies actions that a health plan, health care provider, or health care clearinghouse must take to protect the privacy of an individual's health information. Generally, entities covered by HIPAA may release or receive "protected health information" about an individual only if that individual gives permission or the Act expressly permits its release. \*\*\*

\*\*\*Note: Civil Code 56.20-56.245 address an employer's responsibility to maintain the confidentiality of medical information it receives. \*\*\*

The Superintendent or designee shall not use or disclose any employee's medical information the district possesses without the employee's authorization obtained in accordance with Civil Code 56.21, except for the purpose of administering and maintaining employee benefit plans and for other purposes specified in law. (Civil Code 56.20)

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

#### Legal Reference:

##### EDUCATION CODE

7000-7008 Health and welfare benefits, retired certificated employees

17566 Self-insurance fund

35208 Liability insurance

35214 Liability insurance (self-insurance)

44041-44042 Payroll deductions for collection of premiums

44986 Leave of absence, state disability benefits

45136 Benefits for classified employees

##### CIVIL CODE

56.10-56.16 Disclosure of information by medical providers

56.20-56.245 Use and disclosure of medical information by employers

##### FAMILY CODE

297-297.5 Rights, protections and benefits under law; registered domestic partners

## GOVERNMENT CODE

12940 Discrimination in employment

22750-22944 Public Employees' Medical and Hospital Care Act

53200-53210 Group insurance

## HEALTH AND SAFETY CODE

1366.20-1366.29 Cal-COBRA program, health insurance

1367.08 Disclosure of fees and commissions paid related to health care service plan

1373 Health services plan, coverage for dependent children who are full-time students

1373.621 Continuation coverage, age 60 or older after five years with district

1374.58 Coverage for registered domestic partners, health service plans and health insurers

## INSURANCE CODE

10116.5 Continuation coverage, age 60 or older after five years with district

10128.50-10128.59 Cal-COBRA program, disability insurance

10277-10278 Group and individual health insurance, coverage for dependent children

10604.5 Annual disclosure of fees and commissions paid

12670-12692.5 Conversion coverage

## LABOR CODE

2800.2 Notification of conversion and continuation coverage

4856 Health benefits for spouse of peace officer killed in performance of duties

## UNEMPLOYMENT INSURANCE CODE

2613 Education program; notice of rights and benefits

## UNITED STATES CODE, TITLE 1

7 Definition of marriage, spouse

## UNITED STATES CODE, TITLE 26

105 Self-insured medical reimbursement plan; definition of highly compensated individual

4980B COBRA continuation coverage

4980H Penalty for noncompliance with employer-provided health care requirements

5000A Minimum essential coverage

6056 Report of health coverage provided to employees

## UNITED STATES CODE, TITLE 29

1161-1168 COBRA continuation coverage

## UNITED STATES CODE, TITLE 42

300gg-300gg95 Patient Protection and Affordable Care Act, especially:

300gg-16 Group health plan; nondiscrimination in favor of highly compensated individuals

1395-1395g Medicare benefits

## CODE OF FEDERAL REGULATIONS, TITLE 26

54.4980B-1-54.4980B-10 COBRA continuation coverage

54.4980H-1-54.4980H-6 Patient Protection and Affordable Care Act

1.105-11 Self-insured medical reimbursement plan

## CODE OF FEDERAL REGULATIONS, TITLE 45

164.500-164.534 Health Insurance Portability and Accountability Act (HIPAA)

## Management Resources:

## CALIFORNIA SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Health Policy: Implications of Covered California for School Boards, Districts and Personnel,  
 Governance Brief, January 2013

## INTERNAL REVENUE SERVICE NOTICES

2011-1 Affordable Care Act Nondiscrimination Provisions Applicable to Insured Group Health Plans

## U.S. DEPARTMENT OF TREASURY PUBLICATIONS

Fact Sheet: Final Regulations Implementing Employer Shared Responsibility Under the Affordable Care Act (ACA) for 2015

## WEB SITES

CSBA: <http://www.csba.org>

California Employment Development Department: <http://www.edd.ca.gov>

Internal Revenue Service: <http://www.irs.gov>

U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services:  
<http://www.cms.gov>

U.S. Department of Labor: <http://www.dol.gov>

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# CSBA Sample

## Administrative Regulation

### Exclusions From Attendance

AR 5112.2

#### Students

The Superintendent or designee shall ensure that each child entering a district school at any grade level adheres to district admission requirements and enrollment procedures.

(cf. 5111 - Admission)  
 (cf. 5111.1 - District Residency)  
 (cf. 5116 - Intradistrict Open Enrollment)  
 (cf. 5117 - Interdistrict Attendance)  
 (cf. 5125 - Student Records)  
 (cf. 5141.3 - Health Examinations)

#### Mandatory Exclusions

\*\*\*Note: Education Code 48216 requires that a student who has not met immunization requirements be excluded from school attendance until he/she meets those requirements. However, pursuant to Health and Safety Code 120335 and 120370, as amended by SB 277 (Ch. 35, Statutes of 2015), a student may be exempted from one or more immunizations for medical reasons or because his/her parent/guardian submits a letter or affidavit by January 1, 2016, stating that he/she objects to immunizations based on his/her personal beliefs. Students who are granted an exemption on the basis of their parent/guardian's personal beliefs must be immunized when they enter the next grade span as defined (birth to preschool, grades K-6, or grades 7-12). The new law specifies that its provisions do not prohibit a student who qualifies for an individualized education program (IEP) from "accessing any special education and related service" required by his/her IEP. See BP/AR 5141.31 - Immunizations for further information about immunization requirements and exemptions. \*\*\*

The Superintendent or designee shall not unconditionally admit any student to an elementary or secondary school, preschool, or child care and development program for the first time, nor, after July 1, 2016, admit or advance any student to grade 7 unless the student has been fully immunized in accordance with Health and Safety Code 120335 and BP/AR 5141.31 - Immunizations or is exempted by law.

If a conditionally admitted student has not received required immunizations within 10 days after his/her parent/guardian has been notified of the need to do so, the student shall be excluded until he/she provides written evidence that he/she has received the vaccines due at that time. (Education Code 48216; Health and Safety Code 120335, 120370; 17 CCR 6055)

(cf. 5141.31 - Immunizations)

(cf. 5141.22 - Infectious Diseases)

The Superintendent or designee shall not admit a student who is reasonably suspected of having active tuberculosis. He/she shall be denied admission until the local health officer or licensed medical practitioner informs the district, in writing, that the student is no longer at risk of developing or transmitting the disease. (Health and Safety Code 121485, 121495, 121505)

(cf. 5141.26 - Tuberculosis Testing)

The Superintendent or designee shall exclude a student who is infected with any contagious or infectious disease. The student shall be permitted to return to school when a medical provider informs the Superintendent or designee in writing that he/she is satisfied that the contagious or infectious disease no longer exists. (Education Code 49451; 5 CCR 202)

The Superintendent or designee shall exclude a student who resides where any contagious, infectious, or communicable disease subject to quarantine exists or has recently existed and who is subject to strict isolation or quarantine of contacts, unless written permission of the health officer is provided. (Health and Safety Code 120230)

#### Permissive Exclusions

A student may be excluded from attendance at a district school under either of the following circumstances:

1. If there is good cause to believe that the student has been exposed to any disease stated in Health and Safety Code 120335 and his/her documentation of immunization does not show proof of immunization against that disease, the student may be temporarily excluded from the school until the local health officer is satisfied that the student is no longer at risk of developing or transmitting the disease. (Health and Safety Code 120335, 120370)
2. If the student has not had the health screening specified in Health and Safety Code 124040 before or within the first 90 days of attending first grade, he/she may be excluded for up to five days unless the parent/guardian has presented a waiver or the district has exempted the student from this requirement in accordance with law. (Health and Safety Code 124105)

(cf. 5141.32 - Health Screening for School Entry)

#### Notifications to Parents/Guardians

The Superintendent or designee may exclude a student without prior notice to the parent/guardian if the student is excluded for any of the following reasons: (Education Code 48213)

1. He/she resides in an area subject to quarantine pursuant to Health and Safety Code 120230.

2. He/she is exempt from a medical examination but suffers from a contagious or infectious disease pursuant to Education Code 49451.

3. The Superintendent or designee determines that the presence of the student would constitute a clear and present danger to the safety or health of other students or school personnel.

However, in such cases, the Superintendent or designee shall send a notice as soon as reasonably possible after the exclusion. (Education Code 48213)

(cf. 5145.6 - Parental Notifications)

In all other cases, the Superintendent or designee shall send a notice to the student's parent/guardian stating the facts leading to the exclusion, prior to excluding the student from attendance.

#### Appeals from Exclusion

\*\*\*Note: The following section is optional and should be modified to reflect district practice.  
\*\*\*

Upon exclusion of his/her child, a parent/guardian may meet with the Superintendent or designee to discuss the exclusion. If the parent/guardian disagrees with the decision of the Superintendent or designee to exclude his/her child, he/she may appeal the decision to the Governing Board.

The parent/guardian shall have an opportunity to inspect all documents upon which the district is basing its decision, to challenge any evidence and question any witness presented by the district, to present oral and documentary evidence on the student's behalf, and to have one or more representatives present at the meeting.

#### Legal Reference:

##### EDUCATION CODE

48210-48216 Persons excluded

49076 Access to records by persons without written consent or under judicial order

49408 Information of use in emergencies

49451 Parent's refusal to consent

##### HEALTH AND SAFETY CODE

120230 Exclusion of persons from school

120325-120380 Educational and child care facility immunization requirements

121475-121520 Tuberculosis tests for students

124025-124110 Child Health and Disability Prevention Program

##### CODE OF REGULATIONS, TITLE 5

202 Exclusion of students with a contagious disease

##### CODE OF REGULATIONS, TITLE 17

6055 Exclusion for failure to obtain required immunizations

Management Resources:

CSBA PUBLICATIONS

Recent Legislation on Vaccines: SB 277, Fact Sheet, August 2015

WEB SITES

CSBA: <http://www.csba.org>

California Department of Public Health, Immunization Branch:

<http://www.cdph.ca.gov/programs/immunize>

California Healthy Kids Resource Center: <http://www.californiahealthykids.org>

Centers for Disease Control and Prevention: <http://www.cdc.gov>

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# CSBA Sample

## Board Policy

### Immunizations

BP 5141.31

#### Students

To protect the health of all students and staff and to curtail the spread of infectious diseases, the Governing Board shall cooperate with state and local public health agencies to encourage and facilitate immunization of all district students against preventable diseases.

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 5141.22 - Infectious Diseases)

(cf. 5141.26 - Tuberculosis Testing)

(cf. 6142.8 - Comprehensive Health Education)

\*\*\*Note: The following optional paragraph should be revised to reflect the grade levels and programs offered by the district. \*\*\*

\*\*\*Note: Health and Safety Code 120335 requires districts to ensure that students are fully immunized prior to admission. In addition, beginning July 1, 2016, Health and Safety Code 120335, as amended by SB 277 (Ch. 35, Statutes of 2015), requires districts to ensure that students are fully immunized against all specified diseases before advancing to grade 7. See the accompanying administrative regulation for requirements pertaining to the immunization record, including the diseases for which students must be immunized. \*\*\*

\*\*\*Note: Health and Safety Code 120335, as amended by SB 277, further provides that students must be exempted from immunizations for any one of the following reasons: (1) a licensed physician indicates that a student should be exempted for medical reasons, (2) a parent/guardian files a letter or affidavit prior to January 1, 2016 stating his/her personal beliefs opposed to immunization (effective only until the student enters the next grade span), or (3) a student is enrolled in independent study and does not receive classroom-based instruction. See the accompanying administrative regulation for further information about exemptions. \*\*\*

Each student enrolling for the first time in a district elementary or secondary school, preschool, or child care and development program or, after July 1, 2016, enrolling in or advancing to grade 7 shall present an immunization record from any authorized private or public health care provider certifying that he/she has received all required immunizations in accordance with law. Students shall be excluded from school or exempted from immunization requirements only as allowed by law.

(cf. 5112.1 - Exemptions from Attendance)

(cf. 5112.2 - Exclusions from Attendance)

(cf. 5141.32 - Health Screening for School Entry)

(cf. 5148 - Child Care and Development)  
 (cf. 5148.3 - Preschool/Early Childhood Education)

~~\*\*\*Note:~~ 17 CCR 6070 allows a transfer student to be conditionally admitted for up to 30 days while waiting for the transfer of immunization records from his/her previous school; see the accompanying administrative regulation. However, the California Department of Public Health's California Immunization Handbook for Child Care Programs and Schools recommends that schools request parents/guardians to bring their child's personal immunization record from his/her health care provider to registration, rather than waiting for the cumulative file, especially if the student's former school is located outside the United States. In this way, districts would only need to request the record from the previous district for those students who could not present an adequate record at the time of entry. \*\*\*

\*\*\*Note: Pursuant to 42 USC 11431 and Education Code 48853.5, homeless children and foster youth must be immediately enrolled even if they are unable to produce records normally required for enrollment, including medical records. See AR 6173 - Education for Homeless Children and AR 6173.1 - Education for Foster Youth. In addition, pursuant to Education Code 49701, children of military families must be allowed 30 days from the date of enrollment to obtain required immunizations; see AR 6173.2 - Education of Children of Military Families. These exceptions are also addressed in the accompanying administrative regulation. \*\*\*

Each transfer student shall be requested to present his/her immunization record, if possible, upon registration at a district school.

(cf. 6173 - Education for Homeless Children)  
 (cf. 6173.1 - Education for Foster Youth)  
 (cf. 6173.2 - Education of Children of Military Families)

\*\*\*Note: The following optional paragraph is for use by districts that permit medical personnel to administer immunizations at school as authorized by Education Code 49403. Pursuant to Education Code 49403, immunizations may be provided by a licensed physician or, if acting under the direction of a supervising physician, a registered nurse (including a school nurse), physician assistant, nurse practitioner, licensed vocational nurse, or nursing student acting under the supervision of a registered nurse. The authority of any health care practitioner, other than a licensed physician, to administer immunizations in a school immunization program is limited to immunizations for annual seasonal influenza, influenza pandemic episodes, and other diseases that represent a current or potential outbreak as declared by a federal, state, or local public health officer. Whenever a health care provider is authorized to administer immunizations at school, the school nurse must be notified and must maintain control, as necessary, as the supervisor of health in accordance with Education Code 44871 and other statutes. \*\*\*

The Superintendent or designee may arrange for an authorized health care provider to administer immunizations at school to any student whose parent/guardian has consented in writing. At the beginning of the school year, parents/guardians shall be notified of their right to provide consent for the administration of an immunization to their child at school. (Education Code 49403)

(cf. 5141.3 - Health Examinations)  
 (cf. 5141.6 - School Health Services)  
 (cf. 5145.6 - Parental Notifications)

Legal Reference:

EDUCATION CODE

44871 Qualifications of supervisor of health  
 46010 Total days of attendance  
 48216 Immunization  
 48853.5 Immediate enrollment of foster youth  
 48980 Required notification of rights  
 49403 Cooperation in control of communicable disease and immunizations  
 49426 Duties of school nurses  
 49701 Flexibility in enrollment of children of military families  
 51745-51749.6 Independent study

HEALTH AND SAFETY CODE

120325-120380 Immunization against communicable disease, especially:  
 120335 Immunization requirement for admission  
 120395 Information about meningococcal disease, including recommendation for vaccination  
 120440 Disclosure of immunization information

CODE OF REGULATIONS, TITLE 5

430 Student records

CODE OF REGULATIONS, TITLE 17

6000-6075 School attendance immunization requirements

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

UNITED STATES CODE, TITLE 42

11432 Immediate enrollment of homeless children

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

Management Resources:

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

California Immunization Handbook for Child Care Programs and Schools, August 2015

Guide to Immunizations Required for Child Care

Guide to Immunizations Required for School Entry

Parents' Guide to Immunizations Required for Child Care

Parents' Guide to Immunizations Required for School Entry

EDUCATION AUDIT APPEALS PANEL PUBLICATIONS

Guide for Annual Audits of Local Education Agencies and State Compliance Reporting, July 2015

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Family Educational Rights and Privacy Act (FERPA) and H1N1, October 2009

WEB SITES

California Department of Education: <http://www.cde.ca.gov>

California Department of Public Health, Immunization Branch:

<http://www.cdph.ca.gov/programs/immunize>

California Department of Public Health, Shots for Schools: <http://shotsforschools.org>

Centers for Disease Control and Prevention: <http://www.cdc.gov>

Education Audit Appeals Panel: <http://www.eaap.ca.gov>

U.S. Department of Education: <http://www.ed.gov>

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# CSBA Sample

## Administrative Regulation

### Immunizations

AR 5141.31

#### Students

#### Required Immunizations

\*\*\*Note: The following optional paragraph may be revised to reflect district practice. The California Department of Public Health's (CDPH) California Immunization Handbook for Child Care Programs and Schools recommends that districts provide parents/guardians with a written notice of immunization requirements. The CDPH's Parents' Guide to Immunizations Required for School Entry and Parents' Guide to Immunizations Required for Child Care may be used for this purpose. \*\*\*

The Superintendent or designee shall provide parents/guardians, upon school registration, a written notice summarizing the state's immunization requirements.

\*\*\*Note: The following paragraph should be revised to reflect the grade levels and programs offered by the district. Health and Safety Code 120335 requires districts to ensure that students are fully immunized prior to admission. See 17 CCR 6020 and the CDPH's California Immunization Handbook for Child Care Programs and Schools for details regarding the ages/grades at which specific immunizations are required and the doses needed. \*\*\*

\*\*\*Note: Pursuant to Health and Safety Code 120335, districts must ensure that students entering grade 7 are fully immunized against pertussis. Beginning July 1, 2016, Health and Safety Code 120335, as amended by SB 277 (Ch. 35, Statutes of 2015), also requires districts to ensure that students are fully immunized against all specified diseases before advancing to grade 7. \*\*\*

The Superintendent or designee shall not unconditionally admit any student to a district elementary or secondary school, preschool, or child care and development program for the first time nor, after July 1, 2016, admit or advance any student to grade 7 unless the student has been fully immunized. The student shall present documentation of full immunization, in accordance with the age/grade and dose required by the California Department of Public Health (CDPH), against the following diseases: (Health and Safety Code 120335; 17 CCR 6020)

1. Measles, mumps, and rubella (MMR)
2. Diphtheria, tetanus, and pertussis (whooping cough) (DTP, DTaP, or Tdap)
3. Poliomyelitis (polio)

4. Hepatitis B
5. Varicella (chickenpox)
6. Haemophilus influenza type b (Hib meningitis)
7. Any other disease designated by the CDPH

(cf. 5141.22 - Infectious Diseases)  
 (cf. 5148 - Child Care and Development)  
 (cf. 5148.3 - Preschool/Early Childhood Education)  
 (cf. 6170.1 - Transitional Kindergarten)

However, full immunization against hepatitis B shall not be a condition by which the Superintendent or designee shall admit or advance any student to grade 7. (Health and Safety Code 120335)

\*\*\*Note: State law does not exempt from vaccination requirements students who qualify for an individualized education program (IEP). However, Health and Safety Code 120335, as amended by SB 277 (Ch. 35, Statutes of 2015), specifies that its provisions do not prohibit a student who qualifies for an IEP from "accessing any special education and related service" required by his/her IEP. The district should consult legal counsel if it has questions about how to ensure compliance with vaccination requirements consistent with a student's IEP. The district may want to consider holding an IEP meeting to resolve any potential conflicts with the IEP. \*\*\*

A student who qualifies for an individualized education program (IEP), unless otherwise exempt, shall be fully immunized in accordance with Health and Safety Code 120335 and this regulation. However, the district shall continue to implement the student's IEP and shall not prohibit the student from accessing any special education and related service required by his/her IEP regardless of whether the student is fully immunized. (Health and Safety Code 120335)

(cf. 6159 - Individualized Education Program)

\*\*\*Note: According to the CDPH's California Immunization Handbook for Child Care Programs and Schools, the immunization record must be either a personal record with entries made by the physician or agency performing the immunization or a school immunization record from the student's previous school (either the California School Immunization Record or another state's school record). 17 CCR 6070 specifies the information that must be included in the record. \*\*\*

The student's immunization record shall be provided by the student's health care provider or from the student's previous school immunization record. The record must show at least the month and year for each dose, except that the day, month, and year must be shown for the MMR doses given during the month of the first birthday and for the Tdap dose given during the month of the seventh birthday. (17 CCR 6070)

#### Exemptions

Exemption from one or more immunization requirements shall be granted under any of the following circumstances:

1. The parent/guardian files with the district a written statement by a licensed physician to the effect that the physical condition of the child is such, or medical circumstances relating to the child are such, that immunization is not considered safe. The statement shall indicate the specific nature and probable duration of the medical condition or circumstances, including, but not limited to, family medical history, for which the physician does not recommend immunization. (Health and Safety Code 120370; 17 CCR 6051)

\*\*\*Note: Health and Safety Code 120365, which exempted a student from one or more immunization requirements if his/her parent/guardian stated in writing that the immunizations are contrary to his/her beliefs, was repealed by SB 277 (Ch. 35, Statutes of 2015). However, SB 277 also amended Health and Safety Code 120335 to provide that a personal beliefs exemption may be granted for any student whose parent/guardian files a letter or affidavit prior to January 1, 2016 stating his/her beliefs opposed to immunization, and that such exemption shall be effective until he/she enters the next grade span. For this purpose, Health and Safety Code 120335 defines three grade spans: birth through preschool, grades K-6 (including TK), and grades 7-12. For example, a student granted a personal beliefs exemption in preschool must be immunized when entering kindergarten, and a student granted such an exemption in grade 4 must be immunized when entering grade 7. The district may revise item #2 to reflect grade levels offered by the district. \*\*\*

2. The student's parent/guardian files with the district, before January 1, 2016, a letter or written affidavit stating that an immunization is contrary to his/her personal beliefs, in which case the student shall be exempted from the immunization until he/she enrolls in the next applicable grade span requiring immunization (birth to preschool, grades K-6, grades 7-12). (Health and Safety Code 120335)

(cf. 6141.2 - Recognition of Religious Beliefs and Customs)

\*\*\*Note. The following paragraph reflects the CDPH's Senate Bill 277 Frequently Asked Questions, which indicate that a personal beliefs exemption filed before January 1, 2016 may be transferred to another school or child care facility within the same district or in another school district within California. The CDPH's position is that a personal beliefs exemption from another state or country is not valid. The district should consult legal counsel if any question arises regarding the validity of a student's personal beliefs exemption. \*\*\*

When a student transfers to a different school within the district or transfers into the district from another school district in California, his/her personal beliefs exemption filed before January 1, 2016, shall remain in effect until the next applicable grade span. A student transferring from a school outside the district shall present a copy of the personal beliefs exemption upon enrollment. When a student transfers into the district from outside California and presents a personal beliefs exemption issued by another state or country prior to January 1, 2016, the Superintendent or designee may consult with legal counsel regarding the applicable

immunization requirements.

\*\*\*Note: Health and Safety Code 120335, as amended by SB 277 (Ch. 35, Statutes of 2015), exempts certain students enrolled in independent study, as provided below. \*\*\*

3. The student is enrolled in an independent study program pursuant to Education Code 51745-51749.6 and does not receive classroom-based instruction.

(cf. 6158 - Independent Study)

#### Conditional Enrollment

The Superintendent or designee may conditionally admit a student with documentation from an authorized health care provider that: (Health and Safety Code 120340; 17 CCR 6000, 6035)

1. The student has not received all the immunizations required for his/her age group, but has commenced receiving doses of all required vaccines and is not due for any other doses at the time of admission.
2. The student has a temporary exemption from immunization for medical reasons pursuant to item #1 in the section "Exemptions" above.

The Superintendent or designee shall notify the student's parents/guardians of the date by which the student must complete all the remaining doses as specified in 17 CCR 6035.

(cf. 5145.6 - Parental Notifications)

In addition, a transfer student may be conditionally admitted for up to 30 school days while his/her immunization records are being transferred from the previous school. If such documentation is not presented within 30 days, the student shall be excluded from school until the required immunizations have been administered. (17 CCR 6070)

The Superintendent or designee shall review the immunization record of each student admitted conditionally every 30 days until that student has received all the required immunizations. If the student does not receive the required immunizations within the specified time limits, he/she shall be excluded from further attendance until the immunizations are received. (Health and Safety Code 120375; 17 CCR 6070)

The Superintendent or designee shall immediately enroll homeless students, foster youth, and students of military families even if their immunization records are missing or unavailable at the time of enrollment. School or district staff shall work with the student's prior school to obtain the student's immunization records or shall ensure that he/she is properly immunized. (Education Code 48853.5, 49701; Health and Safety Code 120341; 42 USC 11432)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6173.2 - Education of Children of Military Families)

#### Exclusions Due to Lack of Immunizations

Any student without the required evidence of immunization may be excluded from school until the immunization is obtained or an exemption is granted in accordance with the section "Exemptions" above.

(cf. 5112.2 - Exclusions from Attendance)

(cf. 6183 - Home and Hospital Instruction)

Before an already admitted student is excluded from school attendance because of lack of immunization, the Superintendent or designee shall notify the parent/guardian that he/she has 10 school days to supply evidence of proper immunization or an appropriate exemption. This notice shall refer the parent/guardian to the student's usual source of medical care or, if the student has no usual source of medical care, then to the county health department or school immunization program, if any. (Education Code 48216; 17 CCR 6040)

(cf. 5141.6 - School Health Services)

The Superintendent or designee shall exclude from further attendance any already admitted student who fails to obtain the required immunization within 10 school days following the parent/guardian's receipt of the notice specified above. The student shall remain excluded from school until he/she provides written evidence that he/she has received a dose of each required vaccine due at that time. The student shall also be reported to the attendance supervisor or principal. (17 CCR 6055)

#### Exclusion Due to Exposure to Disease

If the district has good cause to believe that a student has been exposed to a disease listed in the section "Required Immunizations" above and his/her documentation of immunization does not show proof of immunization against that disease, that student may be temporarily excluded from the school until the local health officer informs the district in writing that he/she is satisfied that the student is no longer at risk of developing or transmitting the disease. (Health and Safety Code 120370)

#### Records

\*\*\*Note: The CDPH requires that school staff record all immunization dates from each student's personal immunization record onto the California School Immunization Record (often referred to as the "blue card") and then complete the documentation section of the card which includes the type of record provided and the status of the student's immunizations. The record also may be maintained electronically. \*\*\*

\*\*\*Note: An immunization record that is directly related to a student is an "education record" subject to the Family Educational Rights and Privacy Act (20 USC 1232g; 34 CFR 99.1-99.67)

and therefore generally requires parent/guardian consent to be lawfully disclosed. However, pursuant to 20 USC 1232g and 34 CFR 99.31 and 99.36, an exception exists when knowledge of the information is necessary to address an articulable and significant threat to the health or safety of the student or other individuals. \*\*\*

The Superintendent or designee shall record each new entrant's immunizations in the California School Immunization Record and retain it as part of the student's mandatory permanent student record. District staff shall maintain the confidentiality of immunization records and may disclose such information to state and local health departments only in accordance with law. (Health and Safety Code 120375, 120440; 17 CCR 6070)

(cf. 5125 - Student Records)

The district shall also retain in the mandatory student record any physician or health officer statement, personal beliefs letter or affidavit, reason for conditional enrollment, or any other documentation related to the student's immunization record or exemptions.

#### Audits

\*\*\*Note: The Education Audit Appeals Panel's Guide for Annual Audits of Local Education Agencies and State Compliance Reporting requires an audit of the immunization records for any school which, in the previous year, (1) failed to submit immunization assessment reports to the CDPH for kindergarten or grade 7 or (2) reported a conditional admission rate greater than 25 percent in kindergarten. The CDPH's web site contains information as to whether a school meets either of these conditions. \*\*\*

If an audit reveals deficiencies in the district's reporting procedures, the Superintendent or designee shall present the Board with a plan to remedy such deficiencies.

(11/10 11/12) 10/15

# CSBA Sample

## Board Policy

### International Baccalaureate Program

BP 6141.4

#### Instruction

\*\*\*Note: The following optional policy is for use by districts that have received authorization from the International Baccalaureate Organization (IBO) in Geneva, Switzerland to offer one or more International Baccalaureate (IB) programs at the elementary, middle school, and/or high school level and may be revised to reflect district practice. IB courses and examinations are governed and monitored by the IBO. The Primary Years Program is for elementary school age students and is a schoolwide program. The Middle Years Program is a five-year program beginning in grade 6. The IB Diploma and Career-related Programs are for high school students who participate in IB courses and take IB examinations. Such students may receive college credit for those courses when allowed by the postsecondary institution. \*\*\*

\*\*\*Note: For additional information about the requirements for all IB programs, see the International Baccalaureate Organization's web site. \*\*\*

To encourage district students to challenge themselves academically, develop intercultural understanding and respect, and be more competitive when applying for admission to postsecondary institutions, the district shall offer opportunities for students to participate in the International Baccalaureate (IB) program. The Superintendent or designee shall provide a challenging, cross-disciplinary curriculum that provides the knowledge, concepts, skills, attitudes, and action that district students need to equip them for successful lives. The district's IB program shall provide structured, purposeful inquiry that engages students in their own learning.

(cf. 6142.2 - World/Foreign Language Instruction)

(cf. 6143 - Courses of Study)

The Superintendent or designee shall ensure that district students of all ability levels are offered the opportunity to participate in the program if it is available at their school.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

The Superintendent or designee shall ensure that teachers and administrators are engaged in the planning process for the IB program to construct a rigorous and challenging curriculum. He/she shall coordinate implementation of the IB program with any other advanced learning opportunities offered by the district.

(cf. 6141 - Curriculum Development and Evaluation)

(cf. 6141.5 - Advanced Placement)

(cf. 6172 - Gifted and Talented Student Program)  
 (cf. 6172.1 - Concurrent Enrollment in College Classes)  
 (cf. 6181 - Alternative Schools/Programs of Choice)

The Superintendent or designee shall provide staff development and support to teachers of IB courses. Such professional development may include, but is not limited to, mentoring for prospective teachers of IB courses, opportunities for teachers to obtain information on the curriculum of specific courses through online workshops, webinars, blended learning and e-learning resources, and opportunities for district staff to share course syllabi and teaching practices.

(cf. 4111/4211/4311 - Recruitment and Selection)  
 (cf. 4113 - Assignment)  
 (cf. 4131 - Staff Development)

#### IB Diploma Program or IB Career-related Program

\*\*\*Note: The following optional section is for districts that maintain one or more high schools that offer the IB Diploma Program pursuant to Education Code 52920-52922 and/or the IB Career-related Program and may be revised to reflect district practice. The district may also develop an administrative regulation to provide further details about the district's program and the requirements that students must fulfill in order to successfully complete the program. \*\*\*

\*\*\*Note: The IB Diploma Program provides high school students with a balanced education, facilitates geographic and cultural mobility, and promotes international understanding through a shared academic experience in a comprehensive and rigorous two-year program. \*\*\*

\*\*\*Note: The IB program has recently added the IB Career-related Program for high school students pursuing vocational or career and technical education (CTE). In this two-year program, students take fewer IB courses but still meet other diploma-level requirements and complete a final project related to their vocational or CTE field. \*\*\*

The district's IB Diploma Program shall offer a comprehensive, rigorous two-year program for students. To earn the IB diploma, students shall:

1. Complete a specific, intensive, balanced liberal arts course of study
2. Pass examinations in six curricular areas, including language and literature, language acquisition, individuals and societies, sciences, mathematics, and the arts
3. Demonstrate an understanding of the theory of knowledge through an oral presentation and extended essay on an externally assessed, independent research project
4. Demonstrate creativity, action, and service through involvement in a minimum of 150 hours of artistic activities, physical activities, and community service

(cf. 6142.4 - Service Learning/Community Service Classes)  
 (cf. 6142.6 - Visual and Performing Arts Education)  
 (cf. 6142.91 - Reading/Language Arts Instruction)  
 (cf. 6142.92 - Mathematics Instruction)  
 (cf. 6142.93 - Science Instruction)

The district shall offer a two-year, rigorous IB Career-related Program to high school students pursuing vocational or career and technical education (CTE). Students participating in the IB Career-related Program shall take a minimum of two IB courses and meet other diploma-level requirements, including performing community service and completing a final project related to their vocational or CTE field.

(cf. 6178 - Career Technical Education)  
 (cf. 6178.1 - Work-Based Learning)

As necessary, the Superintendent or designee may adjust the number of courses taken and hours of community service performed by students depending on the IB program in which they are participating.

The Superintendent or designee shall develop support systems to encourage students to participate in IB courses and take IB course examinations. Support systems may include, but are not limited to, resource centers, programs to recognize student accomplishments, and parent involvement through an IB parent organization group. In addition, the Superintendent or designee may explore partnerships with colleges and universities to encourage students to pursue postsecondary education.

(cf. 5126 - Awards for Achievement)  
 (cf. 6164.2 - Guidance/Counseling Services)

\*\*\*Note: The following optional two paragraphs are for use by districts that receive federal funding distributed by the California Department of Education (CDE) pursuant to 20 USC 6534, or choose to use district funds, to assist economically disadvantaged students in paying the cost of IB examination fees. Students eligible for assistance through federal funds are those whose family income does not exceed 185 percent of the federal poverty level. A student who is eligible for the free and reduced-price meal program qualifies for fee assistance. \*\*\*

\*\*\*Note: According to the CDE's Frequently Asked Questions, available on its web site, in order to receive funding assistance, districts must annually submit an application to the CDE which includes the number of income-eligible students and the number of tests taken by each income-eligible student. \*\*\*

To the extent feasible, the district shall reduce the cost of IB examination fees for eligible low-income students. The Superintendent or designee shall notify parents/guardians of the availability of funds for this purpose and shall provide information on how students may apply for funding.

The Superintendent or designee shall annually apply to the California Department of Education for federal funds to support the reimbursement of fees for low-income students. In addition, the Superintendent or designee may recommend the use of district funds, when available and appropriate, to provide additional support for the fee assistance program.

(cf. 3100 - Budget)

(cf. 3260 - Fees and Charges)

\*\*\*Note: Education Code 52060 requires that the district's local control and accountability plan include annual goals, aligned with specified state priorities, to be achieved for all students and for each numerically significant subgroup as defined in Education Code 52052. Pursuant to Education Code 52060, one measure of the state priority of student achievement is the percentage of students who have passed an Advanced Placement examination with a score of 3 or higher. At its discretion, the district's measures of student achievement could also include the percentage of all students and of each numerically significant student subgroup who pass IB examinations. See AR 0460 - Local Control and Accountability Plan. \*\*\*

\*\*\*Note: Pursuant to Education Code 52052, as amended by AB 104 (Ch. 13, Statutes of 2015), a numerically significant subgroup includes ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students, when there are at least 30 students in the subgroup (or at least 15 foster youth or homeless students) in the school or district. For schools or districts with 11-99 students, numerically significant student subgroups are defined by the Superintendent of Public Instruction with approval by the State Board of Education. \*\*\*

\*\*\*Note: SB 416 (Ch. 538, Statutes of 2015) repealed Education Code 52921 which had required submission of certain program data to the CDE. \*\*\*

The Superintendent or designee shall regularly report to the Board regarding the number of students participating in the IB program and, as applicable, the percentage of participating students who pass the IB examination in each curricular area. Such reports shall include the participation and outcomes of numerically significant student subgroups as defined in Education Code 52052.

(cf. 0460 - Local Control and Accountability Plan)

(cf. 0500 - Accountability)

#### Legal Reference:

#### EDUCATION CODE

52052 Numerically significant student subgroups

52060-52077 Local control and accountability plan

52920-52922 International Baccalaureate Diploma program

#### CODE OF REGULATIONS, TITLE 5

3840 Advanced Placement as program option for gifted and talented students

#### UNITED STATES CODE, TITLE 20

6534 Advanced Placement exam fee program

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

College Board: <http://apcentral.collegeboard.com/home>

Great Schools: <http://www.greatschools.org>

International Baccalaureate: <http://www.ibo.org>

U.S. Department of Education: <http://www.ed.gov>

# CSBA Sample

## Board Policy

### Evaluation Of The Instructional Program

BP 6190

#### Instruction

~~\*\*\*Note: The following policy may be revised to reflect district practice. \*\*\*~~

The Governing Board recognizes that it is accountable to students, parents/guardians, and the community for the effectiveness of the district's educational program in meeting district goals for student learning. The Superintendent or designee shall conduct a continual evaluation of the curriculum and the instructional program in order to improve student achievement.

(cf. 0200 - Goals for the School District)

(cf. 0500 - Accountability)

(cf. 6000 - Concepts and Roles)

(cf. 6141 - Curriculum Development and Evaluation)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

~~\*\*\*Note: The district may revise the following paragraph to specify the data and reports that will be used to evaluate the district's instructional program. \*\*\*~~

~~\*\*\*Note: Historically, California's accountability system has been based on both federal and state requirements. Federal law requires a determination as to whether schools and districts make "adequate yearly progress" (AYP) pursuant to 20 USC 6311. The state accountability system is in a state of flux, with the Academic Performance Index (API) no longer being calculated and the State Board of Education likely to adopt a multiple-measures accountability system that is aligned with the state priority areas specified in Education Code 52060. Education Code 52060-52061 require that the district's local control and accountability plan (LCAP) establish goals for all students and for each numerically significant subgroup that are aligned with the state priorities, and that the district annually review progress toward the goals; see BP/AR 0460 - Local Control and Accountability Plan. Pursuant to Education Code 52052, numerically significant student subgroups include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and, as amended by AB 104 (Ch. 13, Statutes of 2015), homeless students, when the subgroup consists of at least 30 students with a valid test score or 15 foster or homeless youth. \*\*\*~~

The Superintendent or designee shall provide the Board and the community with regular on student progress toward Board-established standards of expected achievement at each level in each area of study. In addition, he/she shall evaluate and report data for each school and for every numerically significant student subgroup, as defined in Education 52052, including, but not limited to, school and subgroup performance on statewide indicators and progress toward goals specified in the district's local control and

plan (LCAP).

(cf. 0460 - Local Control and Accountability Plan)  
 (cf. 0510 - School Accountability Report Card)  
 (cf. 6011 - Academic Standards)  
 (cf. 6162.5 - Student Assessment)  
 (cf. 6162.51 - State Academic Achievement Tests)  
 (cf. 6162.52 - High School Exit Examination)  
 (cf. 6173.1 - Education for Foster Youth)  
 (cf. 6174 - Education for English Language Learners)

Based on these reports, the Board shall take appropriate actions to maintain the effectiveness of programs and to improve the quality of education that district students receive.

#### Annual Monitoring of Consolidated Application Programs

\*\*\*Note: The following optional section should be revised to reflect district practice. Pursuant to Education Code 64000-64001, the consolidated application is used by the California Department of Education (CDE) to distribute funds from certain federal categorical programs. For 2015-16, these programs include (1) Title I, Part A basic grant (low-income students); (2) Title I, Part D (delinquent students); (3) Title II, Part A (teacher quality); (4) Title III, Part A (immigrant students); (5) Title III, Part A (English learners); and (6) Title VI, Part B (rural, low-income students). As a condition of receiving continued funding for these programs, the district must make certain general assurances and certifications, including an assurance that the district's annual evaluation of categorical programs demonstrates that each program is "not one of low effectiveness" (5 CCR 3942). The district does not need to sign or return the general assurances, but does need to keep them on file for compliance reviews, complaint investigations, or audits. \*\*\*

\*\*\*Note: Pursuant to 5 CCR 3942, criteria for the annual program evaluation are to be established by the Governing Board. In order to consolidate the district's various evaluation processes, the district may consider the progress of numerically significant student groups, in addition to other measures of student progress contained in school plans or adopted by the Board. \*\*\*

The Board and the Superintendent or designee shall annually determine whether the district's categorical programs funded through the state's consolidated application are effective in meeting the needs of the students they are intended to serve. As a basis for this evaluation, the Superintendent or designee shall recommend for Board approval the specific, measurable criteria that shall be used at each school and at the district level. These criteria may include, but are not necessarily limited to, the progress of all students and of each numerically significant subgroup toward goals contained in the district's LCAP, the school's single plan for student achievement, Title I local educational agency plan, and/or other applicable district or school plans.

#### Federal Program Monitoring

\*\*\*Note: Pursuant to Education Code 64001, the CDE is required to monitor the district's compliance with legal requirements for categorical programs. This monitoring is accomplished through the Federal Program Monitoring (FPM) process, which is based on a combination of data and document reviews and on-site visits. Districts are assigned to one of four cycles, and may be selected for on-site or online monitoring every two years. Districts and school sites are selected based on criteria that include compliance history, academic achievement, program size, and fiscal analysis, with several districts being randomly selected for monitoring each year. During the FPM process, the CDE reviews school plans and may require a district to submit district policies, administrative regulations, or any other data necessary for the CDE to effectively monitor these programs. The CDE has developed monitoring instruments which contain major program legal requirements and are used by CDE staff to determine district compliance with the requirements. These instruments are available on the CDE's web site. Also, beginning in 2015, the CDE is transitioning to a new application, the California Monitoring Tool, to facilitate districts' response to state and federal requirements for program monitoring. \*\*\*

\*\*\*Note: The following paragraph is optional. The CDE does not require districts to complete a self-review as part of the FPM process. However, the CDE emphasizes that compliance monitoring should be an ongoing responsibility of the district, not an event that occurs only when the CDE conducts its on-site monitoring. The FPM program instruments may be useful for this purpose. \*\*\*

To ensure that the district's categorical programs comply with applicable legal requirements, the Superintendent or designee shall, on an ongoing basis, conduct a district self-evaluation which may utilize tools developed by the district or the California Department of Education (CDE).

When the district is selected by the CDE for a Federal Program Monitoring (FPM) compliance review, the Superintendent or designee shall gather and submit all documentation and data required for the review and shall cooperate with CDE staff to facilitate program monitoring.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 0420 - School Plans/Site Councils)

(cf. 0520.2 - Title I Program Improvement Schools)

(cf. 0520.3 - Title I Program Improvement Districts)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)

(cf. 4131 - Staff Development)

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 5148 - Child Care and Development Programs)

(cf. 5148.2 - Before/After School Programs)

(cf. 5148.3 - Preschool/Early Childhood Education)

(cf. 6020 - Parent Involvement)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6171 - Title I Programs)

(cf. 6173 - Education for Homeless Children)

(cf. 6175 - Migrant Education Program)  
 (cf. 6178 - Career Technical Education)  
 (cf. 6178.1 - Work-Based Learning)  
 (cf. 6200 - Adult Education)

\*\*\*Note: According to the CDE's FPM Frequently Asked Questions, available on its web site, if the review results in a finding of noncompliance with legal requirements, the district must submit a Proposed Resolution of Findings through the CMT within 45 days of the date that the district was notified of the finding. The resolution agreement will specify a time period, not to exceed 225 calendar days from the last day of the review, to resolve the finding. The district may request additional resolution time if needed, and the CDE program monitor will determine whether to grant or adjust the request. \*\*\*

In the event that the FPM review results in a finding of noncompliance in relation to any program, the Superintendent or designee shall submit a proposed resolution to the CDE within 45 days of the date the district was notified of the finding. The resolution shall be implemented in accordance with the terms and timeframe specified in the resolution agreement with the CDE.

The Superintendent or designee shall report to the Board regarding the results of the review process.

#### Western Association of Schools and Colleges (WASC) Accreditation

\*\*\*Note: The following optional section is for use by districts that participate in the evaluation process leading to accreditation by the Western Association of Schools and Colleges (WASC). WASC is a private, nonprofit organization whose Accrediting Commission for Schools provides regular assessments of public and private schools in order to support ongoing improvement of the educational program. The term of the accreditation process varies from one to six years, as determined by WASC. Districts may seek accreditation for both elementary and secondary schools and may revise the following section to specify schools that will seek accreditation (e.g., only secondary schools and/or middle schools). Districts also may revise the following section to apply to any other accrediting agency. \*\*\*

The Board believes that accreditation by the Western Association of Schools and Colleges (WASC) can foster excellence and ongoing academic improvement in the district's schools. The results of the accreditation process also may demonstrate to parents/guardians and the community that the schools are meeting their goals and objectives and the WASC criteria for school effectiveness through a viable instructional program.

The Superintendent or designee shall undertake procedures whereby district schools may achieve and maintain full WASC accreditation status. The schools shall conduct a self-study in accordance with WASC requirements, cooperate with the WASC committee during a site visit, and develop and review action plans to increase the effectiveness of the instructional program for students. The Superintendent or designee shall regularly report to the Board on the status of district schools and any WASC recommendations for school improvement.

N/A

The results of any inspection of a school by WASC, or any other the accrediting agency, shall be published not later than 60 days after the results are made available to the school.

Publication shall be by notifying each parent/guardian in writing and/or by posting the information on the district's or school's web site, as determined by the Superintendent or designee. (Education Code 35178.4)

(cf. 1113 - District and School Web Sites)

(cf. 5145.6 - Parental Notifications)

If any district school loses its accreditation status, the Board shall give official notice at a regularly scheduled Board meeting. The Superintendent or designee shall provide written notification to each parent/guardian of a student in the school that the school has lost its accreditation status, including the potential consequences of the loss of accreditation status. This notice shall also be posted on the district's web site and the school's web site. (Education Code 35178.4)

#### Legal Reference:

##### EDUCATION CODE

33400-33407 Educational evaluations

35178.4 Notice of accreditation status

44662 Evaluation and assessment guidelines, certificated employee performance

48985 Compliance with translation of parental notifications

51041 Education program, evaluation and revisions

51226 Model curriculum standards

52052-52052.1 Academic Performance Index; numerically significant student subgroups

52060-52077 Local control and accountability plan

62005.5 Failure to comply with purposes of funds

64000-64001 Consolidated application process

##### CODE OF REGULATIONS, TITLE 5

3930-3937 Program requirements

3942 Continuity of funding

##### UNITED STATES CODE, TITLE 20

6311 Adequate yearly progress

#### Management Resources:

##### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

FPM Frequently Asked Questions

Federal Program Monitoring Instruments

##### WESTERN ASSOCIATION OF SCHOOLS AND COLLEGES PUBLICATIONS

Focus on Learning Joint WASC/CDE Process Guide, 2014

##### WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, Testing and Accountability: <http://www.cde.ca.gov/ta>

Western Association of Schools and Colleges (WASC), Accrediting Commission for

<http://www.acswasc.org>

(3/06 3/07) 10/15

**MESA UNION SCHOOL DISTRICT****CLASS TITLE: HEALTH CLERK TECHNICIAN****BASIC FUNCTION:**

Under the direction of an assigned supervisor, perform a variety of activities in support of student health services; administer basic first aid and screen ill or injured students; prepare and maintain student health information, records and files.

**REPRESENTATIVE DUTIES:****ESSENTIAL DUTIES:**

Perform a variety of activities in support of student health services; screen for medical conditions of ill or injured students; respond to student health issues and problems; notify school nurse, parents, staff and others of student illness, injury, health issues and concerns, or emergencies as needed.

Maintain confidentiality of student information except as appropriate under HIPAA regarding protected health information.

Administer first aid and provide medical care and treatment to students as appropriate; take and record temperatures; perform first aid procedures and CPR in emergency situations as needed; dispense medications according to physician instructions; apply bandages and ice packs as needed.

Dispense medications according to physician instructions and written consent from parents/guardians; maintain records of dosage including amount, time, medication, authorizations and related information; test glucose levels; utilize an Epi pen for allergic reactions according to established guidelines as needed.

Establish and maintain cumulative student health records and files; prepare, maintain and update records, reports and files with student information related to health, immunization, medications, illnesses, screenings, emergencies, health office visits, accidents, medical issues and assigned duties.

Serve as a liaison and assist with the facilitation of health services and related communications and information between the Nurse, students, parents and staff; confer with District personnel and others regarding accidents, illnesses, medications and special health needs.

Utilize standard health instruments and first aid supplies and operate a variety of medical equipment such as thermometers and nebulizers; operate a variety of office equipment including a copier, fax machine, computer and assigned software.

Initiate and receive phone calls; prepare, distribute and respond to various correspondence; respond to inquiries and provide general information to personnel, students, parents and others regarding student health functions and related services, issues, needs, activities, policies and procedures.

Compile, assemble and verify student health and immunization information; prepare, maintain and update student health cards and emergency contact information; prepare, process and assure accuracy and completeness of various health forms and paperwork.

Input a variety of student health data and other information into an assigned computer system; maintain automated records and files; generate computerized lists and reports as requested.

Assist with coordinating and arranging vision, hearing, scoliosis or other screenings and tests for students as directed. Maintain the health office in a clean, orderly, sanitary and safe condition; assist in ordering, receiving and maintaining inventory of first aid supplies.

Report suspected child abuse and communicable diseases to school administrator and responsible County authorities according to established procedures.

#### **OTHER DUTIES:**

Perform related duties as assigned.

#### **KNOWLEDGE AND ABILITIES:**

##### **KNOWLEDGE OF:**

Health office and related medical practices, terminology, procedures and equipment.

General diagnostic methods for illnesses, injuries and medical emergencies.

Proper dispensing and administration of medications.

General health care practices and procedures.

Clean and sterile treatment techniques.

Operation of a computer and assigned software.

Methods of collecting and organizing data and information.

Modern office practices, procedures and equipment.

Record-keeping and report preparation techniques.

Oral and written communication skills.

Interpersonal skills using tact, patience and courtesy.

Health and safety regulations.

First aid and CPR procedures.

##### **ABILITY TO:**

Perform a variety of activities in support of student health services.

Screen for medical conditions of students.

Provide treatment and administer first aid and emergency medical care as necessary.

Dispense medications to students according to physician instructions.

Prepare and maintain student immunization and health records and files.

Learn, interpret, apply and explain applicable regulations, policies and procedures.

Compile and verify data and prepare reports related to student health.

Operate a computer and assigned software.

Understand and follow oral and written instructions.

Meet schedules and time lines.

Observe health and safety regulations.

Communicate effectively both orally and in writing.

Establish and maintain cooperative and effective working relationships with others.

Maintain regular and consistent attendance.

Work with frequent interruptions.

Determine appropriate action within clearly defined guidelines.

**MESA UNION SCHOOL DISTRICT  
CLASSIFIED MONTHLY SALARY SCHEDULE  
2015-2016  
Includes 3% Retroactive to 7/1/2015**

POSITION	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
	R2-001	1,993.00 11.50	2,093.00 12.08	2,199.00 12.89	2,309.00 13.32	2,426.00 14.00
Student Supervisor	R2-002	2,045.00 11.80	2,148.00 12.39	2,255.00 13.01	2,368.00 13.66	2,484.00 14.33
	R2-003	2,095.00 12.09	2,200.00 12.89	2,310.00 13.33	2,428.00 14.01	2,548.00 14.70
Food Service Worker	R2-004	2,149.00 12.40	2,256.00 13.02	2,369.00 13.67	2,488.00 14.35	2,613.00 15.08
	R2-005	2,202.00 12.70	2,311.00 13.33	2,429.00 14.01	2,550.00 14.71	2,678.00 15.45
Instructional Assistant - (Regular)	R2-006	2,257.00 13.02	2,370.00 13.67	2,490.00 14.37	2,614.00 15.08	2,745.00 15.84
	R2-007	2,313.00 13.34	2,431.00 14.03	2,551.00 14.72	2,679.00 15.46	2,813.00 16.23
	R2-008	2,371.00 13.68	2,491.00 14.37	2,615.00 15.08	2,746.00 15.84	2,883.00 16.63
	R2-009	2,432.00 14.03	2,552.00 14.72	2,681.00 15.47	2,814.00 16.23	2,954.00 17.04
	R2-010	2,491.00 14.37	2,615.00 15.09	2,746.00 15.84	2,883.00 16.63	3,027.00 17.46
Instructional Assistant - (Bilingual, PE, or Spec Ed)	R2-011	2,553.00 14.73	2,682.00 15.47	2,815.00 16.24	2,955.00 17.05	3,104.00 17.91
	R2-012	2,617.00 15.10	2,748.00 15.85	2,886.00 16.65	3,028.00 17.48	3,181.00 18.35
Office Assistant Bilingual Family Liason	R2-013	2,683.00 15.48	2,816.00 16.25	2,956.00 17.05	3,105.00 17.91	3,259.00 18.80
Sr Food Service Worker/Cook Facilities Worker	R2-014	2,751.00 15.87	2,888.00 16.68	3,031.00 17.49	3,184.00 18.37	3,342.00 19.28
Computer Resource Ctr Tech Library/Media Technician	R2-015	2,818.00 16.26	2,958.00 17.07	3,108.00 17.93	3,262.00 18.82	3,427.00 19.77
Bus Driver	R2-016	2,889.00 16.67	3,032.00 17.49	3,185.00 18.38	3,344.00 19.29	3,510.00 20.25
	R2-017	2,960.00 17.08	3,110.00 17.94	3,265.00 18.84	3,429.00 19.78	3,600.00 20.77
Department Secretary	R2-018	3,034.00 17.50	3,188.00 18.39	3,346.00 19.30	3,513.00 20.27	3,688.00 21.28
	R2-019	3,113.00 17.96	3,267.00 18.85	3,431.00 19.79	3,602.00 20.78	3,782.00 21.82
Sr Facilities Worker	R2-020	3,190.00 18.40	3,350.00 19.33	3,516.00 20.29	3,692.00 21.30	3,876.00 22.36
School Administrative Assistant	R2-021	3,269.00 18.86	3,433.00 19.81	3,606.00 20.80	3,785.00 21.84	3,974.00 22.93
	R2-022	3,352.00 19.34	3,520.00 20.31	3,694.00 21.31	3,880.00 22.39	4,073.00 23.50
	R2-023	3,435.00 19.82	3,608.00 20.82	3,787.00 21.85	3,976.00 22.94	4,177.00 24.10
	R2-024	3,522.00 20.32	3,699.00 21.34	3,884.00 22.41	4,078.00 23.53	4,283.00 24.71
	R2-025	3,610.00 20.83	3,789.00 21.86	3,980.00 22.96	4,179.00 24.11	4,387.00 25.31
	R2-026	3,700.00 21.35	3,886.00 22.42	4,079.00 23.53	4,284.00 24.72	4,497.00 25.94
	R2-027	3,795.00 21.89	3,982.00 22.97	4,181.00 24.12	4,391.00 25.33	4,610.00 26.60
	R2-028	3,888.00 22.43	4,081.00 23.54	4,285.00 24.73	4,500.00 25.98	4,726.00 27.27
Executive Assistant	R2-029	3,948.00 22.77	4,144.00 23.91	4,351.00 25.10	4,568.00 26.35	4,797.00 27.68

BLENDED POSITIONS	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Bus Driver/Maintenance Worker	B2-001	2,985.00 17.22	3,133.00 18.08	3,289.00 18.98	3,455.00 19.94	3,631.00 20.96
Lead Bus Driver/Maintenance Worker	B2-002	3,096.00 17.88	3,249.00 18.74	3,409.00 19.67	3,582.00 20.68	3,812.00 21.99

Monthly salary schedule calculated at 2.5% between ranges and 5% between steps.

HEALTH & WELFARE ANNUAL CAP: \$10,733.80

Monthly salaries are based on 173.33 hours.

Substitutes will be paid on the first step excluding bus driver subs who will be paid on the fifth step.

Anniversary increments will be added to the monthly salary as follows:

	Monthly	Hourly
L1 On the first day of the month in which an employee completes 8 years =	\$ 40.00	\$ 0.23
L2 On the first day of the month in which an employee completes 11 years =	\$ 60.00	\$ 0.35
L3 On the first day of the month in which an employee completes 14 years =	\$ 83.33	\$ 0.48
L4 On the first day of the month in which an employee completes 19 years =	\$ 167.67	\$ 0.97
L5 On the first day of the month in which an employee completes 24 years =	\$ 250.00	\$ 1.44

CF \*\*\*\* Confidential Stipend of 2% will be added to the monthly salary.

EFFECTIVE: 07/01/15

BOARD ADOPTED:

REVISED: 04/11/2014