

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

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

ADMINISTRATION

Karling Aguilera-Fort, Ed.D.
District Superintendent
Dr. Anabolena DeGenna
Associate Superintendent,
Educational Services
Valerie Mitchell, MPPA
Assistant Superintendent,
Business & Fiscal Services
Natalia Torres, Ed.D.
Assistant Superintendent,
Human Resources

AGENDA REGULAR BOARD MEETING Wednesday, March 15, 2023

5:00 PM - Open Meeting
Closed Session to Follow
7:00 PM - Return to Regular Board Meeting

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

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

Watch the meeting live: osdtv.oxnardsd.org

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

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

March 15, 2023

Section A: PRELIMINARY

A.1. Call to Order and Roll Call (5:00 PM)

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

ROLL CALL VOTE:

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

A.2. Pledge of Allegiance to the Flag

Pablo Ordaz, Principal, Curren School, will introduce Syuli Pimentel, 6th grade student in Ms. Stetler's class at Curren, who will lead the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

The district's Mission and Vision will be read in English and Spanish by Micaela Corona, 8th grade student in Ms. Jacks's class at Curren School.

A.4. Presentation by Curren School

Pablo Ordaz, Principal, Curren School, will provide a short presentation to the Board regarding Curren. Tokens of appreciation will be presented to the students that participated in the Board Meeting.

A.5. Adoption of Agenda (Superintendent)

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

A.6. Recognition of Oxnard School District Spelling Bee Winners (Aguilera-Fort)

It is the recommendation of the Superintendent that the Board of Trustees recognize the winners of the Oxnard School District Spelling Bee, held at Soria School on Monday, February 27, 2023.

- Sophia Hori, 1st Place - McAuliffe School
- Alexis Avila, 2nd Place - Frank School

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

Persons wishing to address the Board of Trustees on any agenda item identified in the Closed Session agenda may do so by completing a “Speaker Request Form” and submitting the form to the Associate Superintendent of Educational Services. Public Comment shall be limited to fifteen (15) minutes per subject with a maximum of three (3) minutes per speaker. The Board will now convene in closed session to consider the items listed under Closed Session.

A.8. Closed Session

1. Pursuant to Section 54956.9 of Government Code:
Conference with Legal Counsel

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

- Existing Litigation:
 - Oxnard School District et al. Central District No. CV-04304-JAK-FFM
 - Anticipated Litigation:
 - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 1 case
2. Pursuant to Section 54956.8 of the Government Code:
 - Conference with Real Property Negotiators:
 - Property: Parcel Number 216-0-236-065
 - Agency negotiator: OSD Assistant Superintendent, Business and Fiscal Services
 - Negotiating parties: Callens Industrial Investments
 - Under negotiation: Price and Terms
 3. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:
 - Conference with Labor Negotiator:
 - Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP
 - Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential
 4. Pursuant to Section 48916 of the Education Code the Board will consider student matters including:
 - Consider the Request to Expel Student:
 - Case No. 22-02 (Action Item)
 5. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release
 - Public Employee Evaluation
 - Principals

A.9. Reconvene to Open Session (7:00 PM)

A.10. Report Out of Closed Session

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

A.11. Recognition of Alpha Kappa Alpha African American Speech Exposition Winners (Aguilera-Fort)

It is the recommendation of the Superintendent that the Board of Trustees recognize the winners of the Alpha Kappa Alpha African American Speech Exposition, held at Marshall School on Saturday, February 25, 2023.

- 1st Place - Zoe Covarrubias, Frank School, Grade 6
- 2nd Place - Ashley Martinez, Harrington School, Grade 5
- 3rd Place - Emma Rios, Lemonwood School, Grade 5

A.12. Presentation on 2022-23 Oxnard School District Transportation Plan (Mitchell/Galvan)

The Assistant Superintendent, Business & Fiscal Services and the Director of Transportation will provide a presentation on Oxnard School District's Transportation Plan in accordance with Education Code Sections 39800.1 and 41850.1. The Plan will be presented for the Board's

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consideration during the Consent Agenda portion of the meeting.

Section B: PUBLIC COMMENT/HEARINGS

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

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

The Board particularly invites comments from parents of students in the District. If you would like to donate your (3) minutes of public speaking time, you must be present during public comments.

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

Section C: CONSENT AGENDA

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

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

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

C.1. Enrollment Report (Mitchell)

District enrollment as of February 28, 2023 was 14,200. This is 240 less than the same time last year.

C.2. Approval of Committed Fund Balance Resolution #22-26 (Mitchell/Crandall Plasencia)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees approve Resolution #22-26 to establish a committed fund balance in the general fund, and authorize the Superintendent to set the amounts committed for each specified purpose.

C.3. Purchase Order/Draft Payment Report #22-07 (Mitchell /Franz)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment

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Report #22-07, as submitted.

C.4. Adoption of 2022-23 Oxnard School District Transportation Plan (Mitchell/Galvan)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Transportation that the Board of Trustees adopt the 2022-23 Oxnard School District Transportation Plan, as presented.

C.5. Request for Approval of Out-of-State Conference Attendance (Aguilera-Fort)

It is the recommendation of the Superintendent that the Board of Trustees approve out-of-state conference attendance for Dr. Karling Aguilera-Fort to attend the Education Week Leadership Symposium in Washington, DC, May 10-12, 2023, in the amount not to exceed \$4,500, to be paid out of Supplemental Concentration Grant Funds.

C.6. Acceptance of Gifts (Aguilera-Fort)

Oxnard Educators Association presented a donation of two to three new hardcover books to each school library in the Oxnard School District in honor of Read Across America 2023. It is the recommendation of the Superintendent that the Board of Trustees accept the donation from the Oxnard Educators Association.

C.7. Ratification of the Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate and the Addendum to Standard Offer, Agreement and Escrow Instructions for the Property Located at 3050 Camino Del Sol, Oxnard, CA 93030 (Aguilera-Fort/Mitchell)

It is the recommendation of the Superintendent and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees ratify the final, executed Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate, and the final addendum thereto (collectively, the "Agreement"), for the purchase of the warehouse and real property located at 3050 Camino Del Sol, Oxnard, CA 93030 (the "Property"), in the amount of \$4.2 Million plus related incidental costs, to be paid out of Expanded Learning Opportunity Grant Funds.

C.8. Establishment of Positions (Torres/Lin)

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

C.9. Personnel Actions (Torres/Lin)

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

C.10. Rejection of Liability Claim: GHC0049531 (Torres/Magaña)

Acting on the advice of the Joint Power Authorities (JPA), it is the recommendation of the Assistant Superintendent of Human Resources and the Risk Manager that the Board of Trustees agree to reject Claim No. GHC0049531. There is no expected fiscal impact from this claim.

Section C: APPROVAL OF AGREEMENTS

It is recommended that the Board approve the following agreements:

C.11. Approval of Agreement #22-219 – Ballet Nepantla (DeGenna/Shea)

It is the recommendation of the Director, Enrichment & Specialized Programs, and the

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Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-219 with Ballet Nepantla, to provide 2 performances of Valentina and post show Q&A; master class with students and families in the Oxnard School District, April 11 & 12, 2023, in the amount not to exceed \$10,000.00, to be paid out of Expanded Learning Opportunity Grant funds.

C.12. Approval of Agreement #22-220 – Sterling Venue Ventures (DeGenna/Shea)

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-220 with Sterling Venue Ventures, for rental fees for the use of the Oxnard Performing Arts Center Theater for a performance presented by Ballet Nepantla to Oxnard School District students, April 11 & 12, 2023, in the amount not to exceed \$13,000.00, to be paid out of Expanded Learning Opportunity Grant funds.

C.13. Approval of Agreement #22-221 – Tutorific LLC (DeGenna/Ruvalcaba)

It is the recommendation of the Manager of Equity, Family, and Community Engagement, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-221 with Tutorific LLC, to provide tutoring services for 5th and 8th grade students currently enrolled in the newcomer academy to improve their English language skills, March 16, 2023 through June 15, 2023, in the amount not to exceed \$96,890.60, to be paid out of Title III Funds.

C.14. Approval of Agreement #22-222 – Sade Champagne Music (DeGenna/De Los Santos)

It is the recommendation of the Principal at Fremont Academy and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-222 with Sade Champagne Music, to present assemblies using musical artistry and inspirational messages to all female students at Fremont Academy, March 16, 2023 through June 16, 2023, in the amount not to exceed \$700.00, to be paid out of LCAP Funds.

C.15. Approval of Agreement #22-223 – Regents of the University of California (DeGenna/Shea)

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-223 with Regents of the University of California, to provide the Oxnard School District with Young Writers Academy writing experiences geared at developing a community of writers and, to provide professional learning opportunities for teachers, March 27, 2023 through April 6, 2023, in the amount not to exceed \$28,788.00, to be paid out of Expanded Learning Opportunity Grant funds.

C.16. Approval of Agreement #23-01 - Ventura County Office of Education/SELPA (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-01 with Ventura County Office of Education/SELPA, to provide Orientation and Mobility Specialist Services to the Special Education Services Department, July 1, 2023 through June 30, 2024, in the amount not to exceed \$3,439.12, to be paid out of Special Education Funds.

C.17. Approval of Agreement #23-02 - Ventura County Office of Education/SELPA (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-02 with Ventura

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County Office of Education/SELPA, to provide Physical Therapy Specialist Services to the Special Education Services Department, July 1, 2023 through June 30, 2024, in the amount not to exceed \$28,366.49, to be paid out of Special Education Funds.

C.18. Approval of Letter of Intent to Award Agreement #23-03 with Crown Castle Fiber for Wide Area Network Digital Transmission Services E-Rate 2023-2026 (Aguilera-Fort/Garibay)

It is the recommendation of the Superintendent and the Interim Chief Information Officer that the Board of Trustees approve Agreement #23-03 with Crown Castle Fiber, to provide Wide Area Network Digital Transmission Services for the district, July 1, 2023 through June 30, 2026, in the amount of \$364,800.00 per year, to be paid out of E-Rate (\$328,320.00) and General (\$36,480.00) Funds.

C.19. Approval of Letter of Intent and Award of Agreement #23-04 with Frontier Communications per RFP #22-03, Internet Access Services/Internet Service Provider E-Rate 2023-2026 (Aguilera-Fort/Garibay)

It is the recommendation of the Superintendent and the Interim Chief Information Officer that the Board of Trustees approve the Letter of Intent and Award of Agreement #23-04 with Frontier Communications, per RFP #22-03, for Internet Access Services/Internet Service Provider, July 1, 2023 through June 30, 2026, in the amount of \$34,368.00 per year, to be paid out of E-Rate (\$30,931.20) and General (\$3,436.80) Funds.

Section C: RATIFICATION OF AGREEMENTS

It is recommended that the Board ratify the following agreements:

C.20. Ratification of Amendment #1 to Agreement #22-201 with Flewelling & Moody for the Drifill K-8 School Improvement Project, New Transitional Kindergarten Facilities (Mitchell/Miller/CFW)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Amendment #1 to Agreement #22-201, with Flewelling & Moody, for the Drifill K-8 School Improvement Project, New Transitional Kindergarten, in the amount of One Hundred Thousand Dollars and No Cents (\$100,000.00), to be paid out of Master Construct and Implementation Program funds.

Section D: ACTION ITEMS

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

D.1. Approval of the Oxnard School District 2022-2023 Safe Return to In-Person Instruction and Continuity of Service Plan (DeGenna/Thomas)

It is the recommendation of the Associate Superintendent of Educational Services and the Director of School Performance & Student Outcomes that the Board of Trustees approve the LEA Plan for the Oxnard School District 2022-2023 Safe Return to In-Person Instruction and Continuity of Services Plan, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

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ROLL CALL VOTE:

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

D.2. Approval of Oxnard School District 2022-2023 Second Interim Financial Report (Period Ending January 31, 2023) (Mitchell/Crandall Plasencia)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services and the Director of Finance that the Board of Trustees approve the Oxnard School District 2022-2023 Second Interim Report (Period Ending January 31, 2023), as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

D.3. Approval of a Variable Term Service Waiver in Pupil Personnel Services for Peter Cano for the 2022-23 School Year (Torres/Carroll)

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources, that the Board of Trustees approve this action item for a Variable Term Service Waiver in Pupil Personnel Services, as described under Education Code: 44266, for Peter Cano to serve as a Mental Health Coordinator in the Pupil Services Department for the 2022-23 school year, until the employee completes a credential program and secures a credential.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

Section E: APPROVAL OF MINUTES

E.1. Approval of Minutes (Aguilera-Fort)

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

- March 1, 2023 Regular Meeting
- March 4, 2023 Special Meeting (9:00 a.m.)
- March 4, 2023 Special Meeting (3:00 p.m.)

Board Discussion:

Moved:

Seconded:

Vote:

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ROLL CALL VOTE:

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

Section G: CONCLUSION

G.1. Superintendent’s Report (3 minutes)

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

G.2. Trustees’ Announcements (3 minutes each speaker)

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

G.3. ADJOURNMENT

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

Karling Aguilera-Fort, Ed. D.

District Superintendent and Secretary to the Board of Trustees

This notice is posted in conformance with the provisions of Chapter 9 of the Government Code, in the front of the Educational Services Center; 1051 South A Street , Oxnard, California by 5:00 p.m. on Friday, March 10th, 2023.

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort, Ed.D.

Date of Meeting: March 15, 2023

Agenda Section: Section A: Preliminary

Recognition of Oxnard School District Spelling Bee Winners (Aguilera-Fort)

It is the recommendation of the Superintendent that the Board of Trustees recognize the winners of the Oxnard School District Spelling Bee, held at Soria School on Monday, February 27, 2023.

- Sophia Hori, 1st Place - McAuliffe School
- Alexis Avila, 2nd Place - Frank School

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees recognize the winners of the Oxnard School District Spelling Bee, as presented.

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: March 15, 2023

Agenda Section: Section A: Preliminary

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

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

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: March 15, 2023

Agenda Section: Section A: Preliminary

Closed Session

1. Pursuant to Section 54956.9 of Government Code:
Conference with Legal Counsel
 - Existing Litigation:
 - Oxnard School District et al. Central District No. CV-04304-JAK-FFM
 - Anticipated Litigation:
 - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 1 case

2. Pursuant to Section 54956.8 of the Government Code:
Conference with Real Property Negotiators:
Property: Parcel Number 216-0-236-065
Agency negotiator: OSD Assistant Superintendent, Business and Fiscal Services
Negotiating parties: Callens Industrial Investments
Under negotiation: Price and Terms

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

4. Pursuant to Section 48916 of the Education Code the Board will consider student matters including:
Consider the Request to Expel Student:
 - Case No. 22-02 (Action Item)

5. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release
 - Public Employee Evaluation
 - Principals

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: March 15, 2023

Agenda Section: Section A: Preliminary

Reconvene to Open Session (7:00 PM)

Reconvene to Open Session (7:00 PM)

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: March 15, 2023

Agenda Section: Section A: Preliminary

Report Out of Closed Session

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort, Ed.D.

Date of Meeting: March 15, 2023

Agenda Section: Section A: Preliminary

Recognition of Alpha Kappa Alpha African American Speech Exposition Winners (Aguilera-Fort)

It is the recommendation of the Superintendent that the Board of Trustees recognize the winners of the Alpha Kappa Alpha African American Speech Exposition, held at Marshall School on Saturday, February 25, 2023.

- 1st Place - Zoe Covarrubias, Frank School, Grade 6
- 2nd Place - Ashley Martinez, Harrington School, Grade 5
- 3rd Place - Emma Rios, Lemonwood School, Grade 5

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees recognize the winners of the 2023 Alpha Kappa Alpha African American Speech Exposition, as presented.

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: March 15, 2023

Agenda Section: Section A: Presentation

Presentation on 2022-23 Oxnard School District Transportation Plan (Mitchell/Galvan)

The Administration will provide a presentation on Oxnard School District's Transportation Plan in accordance with Education Code Sections 39800.1 and 41850.1.

FISCAL IMPACT:

Per AB 181 Home to School Transportation Reimbursement Program funding will be paid to the District in the amount of \$1,934.351.00.

RECOMMENDATION:

The Transportation Plan will be in consent section of this meeting for the Board's adoption.

ADDITIONAL MATERIALS:

- Attached:** [Presentation-OSD Transportation Plan \(9 pages\)](#)
- [OSD Transportation Plan \(1 page\)](#)
- [Public Notice-OSD Transportation Plan \(1 page\)](#)



**Oxnard School District
Transportation Services Department
Rita Galvan, Director of Transportation**

Oxnard School District Changing the world! In school and beyond

The Board of Trustees, as a matter of choice and policy, provides transportation for students under provisions of State Law and regulations. Although the state law does not require home-to-school transportation, Oxnard School District chooses to offer free transportation for qualified students in grades Pre-K through 8th grade.

Vision:

Changing the World!

Inspired, Accomplished, Multilingual Global Citizens – In School and Beyond
In Oxnard School District, we nurture self-confident and empowered multilingual global citizens, strong in their multiple identities and potential, who achieve inspired levels of individual, community, and social accomplishment in school and beyond in their endeavors.

Mission:

IGNITE • TRANSFORM • NURTURE • EMBRACE

- **IGNITE** students' passions for learning and empower them to achieve brilliance.
- **TRANSFORM** our classroom and school expectations, relationships, and practices to more fully align with our values.
- **NURTURE** caring communities that develop students' full identities, linguistic/cultural/academic excellence, social-emotional health, and life potential.
- **EMBRACE** high-leverage services and approaches that translate our values into action.

Oxnard School District Transportation Eligibility

- ❖ Eligibility for Transportation is based on the address provided during enrollment and that is in the District Student Information System. Students shall be eligible for transportation service to and from school if the distance between their school-established bus stop and the school attending is beyond 1.5 miles for grades TK-5th grade, 2.0 miles for grades 6-8.
- ❖ Oxnard School District does not transport outside of District boundaries.
- ❖ Special Education students' transportation eligibility is determined in the student's IEP (Individual Education Plan). A student's IEP will reflect if the related service of transportation is necessary for the regular and extended school years.
- ❖ A student's IEP (Individual Education Plan) will provide the student LOS= Level of Service. The LOS provides the information to arrange transportation to the best of the student's needs in the least restrictive environment indicated in the IEP.



Oxnard School District Programs & Routes

Programs

- ❖ General Education Services
- ❖ Special Education Services
- ❖ Federally Mandated Programs
 - ▶ McKinney-Vento Homeless Assistance Act
 - ▶ Foster Youth Education
 - ▶ Special Accommodations
 - ▶ 504 Plan
- ❖ Newcomer Academy
- ❖ Overflow
- ❖ After-School Program
- ❖ Expanded Learning Opportunities Plan
- ❖ Administrative Placement/ Opportunity

Routes/ Fieldtrips

- ❖ 60 Home-to-School Routes
 - ▶ OSD Routes 12
 - ▶ DSS Routes 48
- ❖ 3 Late Bus Routes for Extracurricular Activities
 - ▶ Frank Academy
 - ▶ Fremont Academy
 - ▶ Lopez Academy
- ❖ 3 Migrant Education Routes (Saturdays)
- ❖ 3 Routes for Superintendent Fellows
- ❖ Routes for Summer, ESY, & Special Programs
- ❖ Currently serviced 103 After School Programs & School field trips



Transportation Services Staffing

OSD Transportation Department

- ❖ 1 Director
- ❖ 1 Secretary
- ❖ 7 School Bus Drivers
- ❖ 5 Transportation Drivers
- ❖ 1 Router/Scheduler
- ❖ 1 Dispatcher/ Assistant Router
- ❖ 1 Cover Driver/ Office Assistant
- ❖ 1 Vehicle Equipment Mechanic

Contractor Durham School Services

- ❖ 1 General Manager
- ❖ 1 Operations Supervisor
- ❖ 1 State Instructor
- ❖ 48 School Bus Drivers
- ❖ 6 Cover Drivers



Safety Record 2022-2023

Oxnard School District

- ❖ 0 School Bus Accidents
- ❖ Annual California Highway Patrol Inspection Ranking: **SATISFACTORY**

Durham School Services

- ❖ 3 Preventable School Bus Accidents
- ❖ Annual California Highway Patrol Inspection Ranking: **SATISFACTORY**



Changing the world as the wheels turn!

Current Focus

- ❖ Nationwide Shortage School Bus Drivers
- ❖ Providing transportation to all students entitled to transportation
- ❖ Del Sol High School Area Bus Stop Hub
 - ▶ Traffic Congestion for OSD & OUHSD
 - ▶ Evaluating routes Brekke, Chavez, Ramona, & Rose Avenue Schools
- ❖ Communication & planning with all 21 school sites, Enrollment Center, and Special Education Department for early registration for the 2023-2024 school year

Future Focus

- ❖ Ride 360 Student Tracking System Implementation
- ❖ Electric School Bus Fleet by 2030
 - ▶ Transportation Funding Resources
 - ▶ Bus Charging Station Infrastructure
 - Costly Upfront Funding

Oxnard School District
 Transportation Plan
 2022-23

Transportation Services:

1. Oxnard School District's (OSD) student population is 91% social economically disadvantaged. The Board of Trustees of the Oxnard School District as a matter of choice and policy, provides transportation for students under provisions of State Law and Regulations. Although the State Law does not require home-to-school transportation, OSD provides home-to-school pupil transportation services to all eligible PreK-8th grade students. The transportation program is supported both with contracted services provided by Durham Transportation and OSD transportation employees. There are currently 60 home-to-school routes, 38 of which service all qualified students, and 22 servicing Special Education only students. Transportation bus routes run daily, Monday through Friday, in the morning, early afternoon, late afternoon, and on Saturdays as needed. Free transportation is provided for all students who participate in District sponsored field trips, athletic competitions, and Migrant Education. The County of Ventura offers free bus pass services for middle school students of OSD. Oxnard's Gold Coast Transit also provides free transportation to OSD students.

2. The Transportation Department works with our Special Education Department to provide transportation services to all eligible students with disabilities. Preliminary student transportation numbers for the subsequent school year are received in June and then updated by August 1st to finalize bus routes. The Pupil Services Department works with the Transportation Department and provides information on alternative modes of school transportation in support of OSD's homeless youth.

3. All OSD students are eligible for free transportation services if certain criteria are present. Eligibility criteria is based on the home address provided to either the Enrollment Center or the student's home school. Students shall be eligible for free transportation services to and from school established bus stop, if the distance between the student's home address and the student's school is beyond 1.5 miles for grades TK-5 and 2.0 miles for grades 6-8. Additional exceptions are made for certain major intersection throughout the district boundaries.

Consultations:

The transportation plan was shared with and input sought from the District's Parent Advisory Committee which is made up of parents, PTA representatives, and community representatives along with the district's three collective bargaining group representatives, district administrators, and students. The plan was also shared with the Ventura County and City of Oxnard transportation departments, the Local Air Pollution Control and Air Quality Management District for collaboration and feedback.

Revenue Calculation

Total 2021-22 Transportation Expenses (Function 3600)	\$	5,239,573.00
Less Capital Outlay (object 6XXX, Function 3600)	\$	-
Less Nonagency Expenditures (Goal 7110,7150, Function 3600)	\$	-
Estimated 60% Reimbursement	\$	3,143,744.00
Less 2021-22 Transportation add-on (from LCFF Calculator)	\$	1,209,393.00
Total Revenue (Object 8590, Resource 0000)	\$	1,934,351.00

Expenditures and Other Financing Uses

2000-2999 - Classified Salaries	\$	850,639.00
3000-3999 - Employee Benefits	\$	405,125.00
4000-4999 - Books and Supplies	\$	113,810.00
5000-5999 - Services and other Operating Expenditures	\$	3,869,999.00
6000-6999 - Capital Outlay	\$	-
7000-7999 - Other Outgo	\$	-
Total Expenditures	\$	5,239,573.00

Board Approval Date: *March 15, 2023*

22-23 OSD Transportation Plan

- Per Education Code adopted in the 2023 Budget Proposal, Districts are entitled to a reimbursement of 60% of the costs for Home-to-School transportation.
- Districts must adopt a plan by April 1 of each year
- Present the District's Transportation Plan to staff, student, community, local transit authorities, local air pollution control, and air quality management district
- Receive public input and feedback on the plan



Questions?

Oxnard School District Transportation Plan 2022-23

Transportation Services:

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6000-6999 - Capital Outlay	\$	-
7000-7999 - Other Outgo	\$	-
Total Expenditures	\$	5,239,573.00

Board Approval Date: *March 15, 2023*

The Transportation Plan and Revenue Calculations were developed in accordance with Education Code Sections 39800.1 and 41850.1.



OXNARD SCHOOL DISTRICT

1051 South "A" Street ♦ Oxnard, California 93030 ♦ 805/385-1501 ♦ www.oxnardsd.org

PUBLIC NOTICE

Oxnard School District Transportation Plan

PLEASE TAKE NOTICE that the Oxnard School District intends to adopt a transportation plan in accordance with Ed Code 39800.1 and 41850.1 at a regular meeting of the Board of Trustees on March 15, 2023, at 7:00 p.m. in the Board Room of the Educational Services Center located at 1051 South A Street, Oxnard, CA 93030.

PLEASE TAKE FURTHER NOTICE the public may comment remotely during the board meeting on this agenda item via the following email address: schoolbus@oxnardsd.org.

Remote comments will be accepted until said time transportation plan is adopted by the Board of Trustees during this meeting.

Information concerning this matter is available from the Assistant Superintendent, Business and Fiscal Services at (805) 385-1501, ext. 2401.

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: March 15, 2023

Agenda Section: Section B: Hearing

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

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

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: March 15, 2023

Agenda Section: Section C: Consent Agenda

Enrollment Report (Mitchell)

District enrollment as of February 28, 2023 was 14,200. This is 240 less than the same time last year.

FISCAL IMPACT:

None.

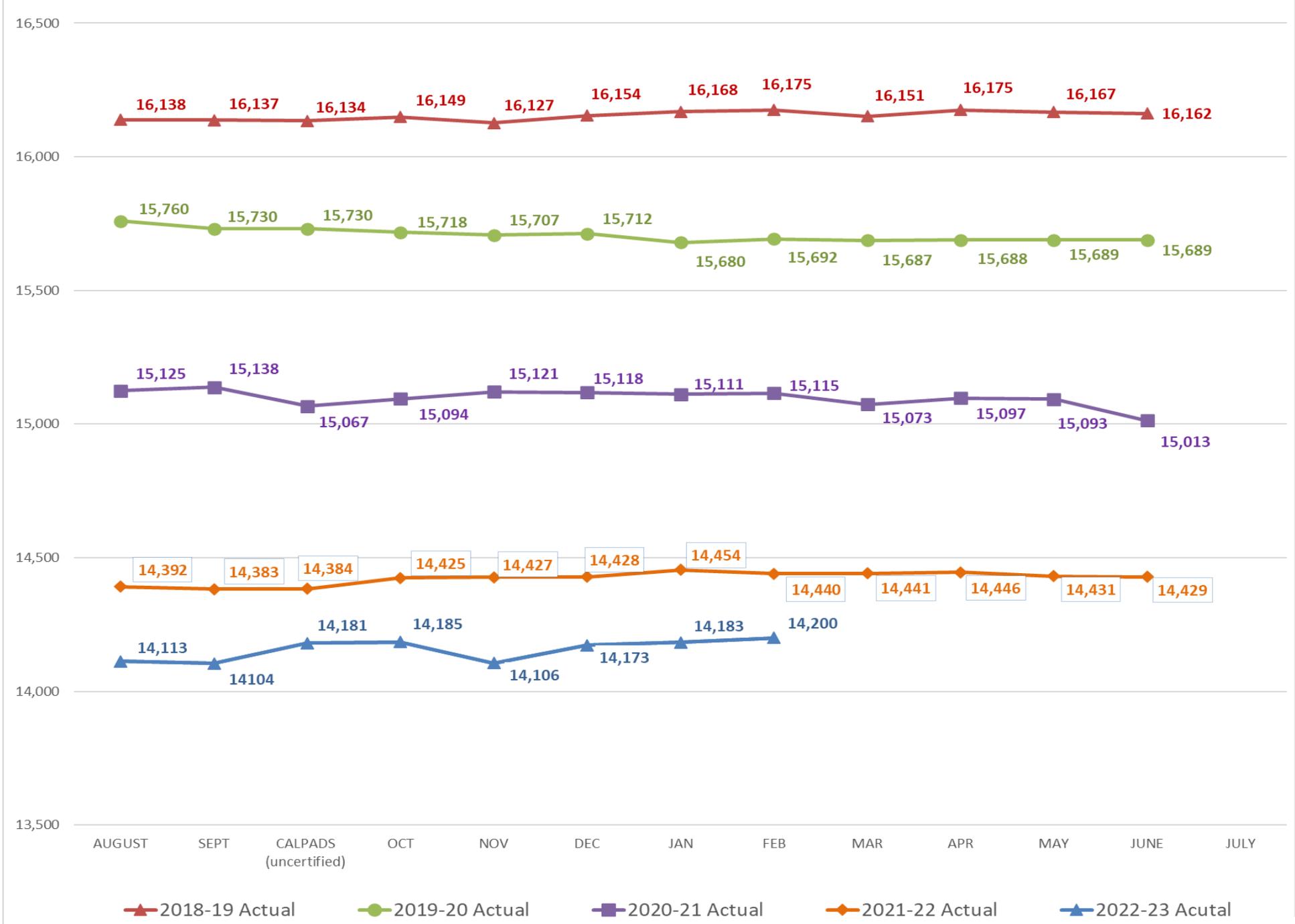
RECOMMENDATION:

Information only.

ADDITIONAL MATERIALS:

Attached: [Graph-Oxnard School District Enrollment History 2018-19 through 2022-23 Actuals \(1 page\)](#)

Oxnard School District Enrollment History 2018-19 through 2022-23 Actuals



OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: March 15, 2023

Agenda Section: Section C: Consent Agenda

Approval of Committed Fund Balance Resolution #22-26 (Mitchell/Crandall Plasencia)

The administration is requesting Board Approval of Resolution #22-26, authorizing the establishment of a committed fund balance in the general fund. Education Code section 33127 allows for the identification and commitment of fund balance for specified purpose(s). The “commitment of fund balance” is the highest level of fund balance constraint that can be approved by a governing board.

Once the governing board has taken such action, the fund balance shall not be used for any other purpose unless the governing board approves the removal of the “commitment of fund balance”.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees approve Resolution #22-26 to establish a committed fund balance in the general fund, and authorize the Superintendent to set the amounts committed for each specified purpose.

ADDITIONAL MATERIALS:

Attached: [Resolution #22-26 \(2 pages\)](#)



**OXNARD SCHOOL DISTRICT
APPROVAL OF
COMMITTED FUND BALANCE
RESOLUTION #22-26**

WHEREAS, school district governing boards are responsible for maintaining the fiscal solvency of the schools they govern;

WHEREAS, the governing board of the Oxnard School District wishes to establish a committed fund balance in the general fund in conformance with the standards and criteria established by the State Board of Education pursuant to Education Code section 33127;

WHEREAS, the Oxnard School District Board of Education (Board) has previously adopted Board Policy 3100 acknowledging its authority to commit, assign, or evaluate existing fund-balance classifications and identify the intended uses of committed or assigned funds;

WHEREAS, the California Department of Education, in its website, urges school districts to commit to maintaining a prudent level of financial resources to protect against the need to reduce services because of temporary revenue short falls or unpredicted expenditures;

WHEREAS, the California Department of Education and the Government Finance Officers Association recommend that school districts maintain committed, assigned, and unassigned reserves of at least two months of operating expenditures or approximately a 17 percent reserve to mitigate revenue short falls and unanticipated expenditures;

WHEREAS, maintaining positive cash flow will diminish the need for borrowing and its associated costs;

WHEREAS, California's tax system relies heavily on income taxes paid by individuals and businesses, which are volatile revenue sources;

WHEREAS, certain district expenditures such as health care benefits or pension costs can be difficult to predict precisely;

WHEREAS, healthy reserves can address these cost increases rather than immediately reducing spending and other parts of the budget;

WHEREAS, the district can experience unexpected costs for special education students with highly specialized needs, emergency facility repairs, natural disasters that reduce school attendance and associated school funding for lawsuits that result in costly settlements or judgments against the district;

WHEREAS, the district is in need of replacing textbooks and related curriculum, computers, school buses and equipment and facility components that have reached the end of their useful lives such as flooring, or heating and cooling systems;

WHEREAS, in the event that the school district needs to borrow money, healthy reserves will provide the district with a higher rating from the credit rating agencies and lower interest rates;

BE IT THEREFORE RESOLVED, that the Oxnard School District Board of Education, hereby commits to utilizing portions of its General Fund ending fund balance, as indicated by the Committed Fund classification in its financial statements, for the following purposes:

Student Transportation/Bus Replacement	\$1,000,000
Technology Device Refresh	\$3,000,000
Instructional Materials Adoptions	\$2,000,000
Building Maintenance One-Time Funds	\$1,564,000
Financial Stability Reserve	\$25,134,889

BE IT THEREFORE FUTHER RESOLVED, that such funds cannot be used for any purposes other than directed above, unless the Board adopts another resolution to remove or change the constraint.

ADOPTED by the Governing Board on March 15, 2023, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

THIS IS TO CERTIFY that the above resolution was adopted by the Board of Trustees by a majority vote, at its regular meeting of March 15, 2023.

Signed: _____
President of the Board of Trustees of the
OXNARD SCHOOL DISTRICT

Clerk of the Board of Trustees of the
OXNARD SCHOOL DISTRICT

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: March 15, 2023

Agenda Section: Section C: Consent Agenda

Purchase Order/Draft Payment Report #22-07 (Mitchell /Franz)

The attached report contains the following for the Board's approval/ratification:

1. A listing of Purchase orders issued 2/03/2023 through 3/02/2023 for the 2022-2023 school year, for \$6,416,779.43.
2. There are no Draft Payments issued from 2/03/2023 through 3/02/2023, for the 2022-2023 school year.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #22-07 as submitted.

ADDITIONAL MATERIALS:

Attached: [Purchase Order/Draft Payment Report #22-07 \(13 Pages\)](#)

Includes Purchase Orders dated 02/03/2023 - 03/02/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
NP23-00070	Gold Star Foods	640	SUP	130-9320	1,460.40
NP23-00071	P And R Paper Supply Co	640	MATL/SUP	130-9320	4,264.40
NP23-00072	Gold Star Foods	640	SUP	130-9320	700.92
NP23-00073	Gold Star Foods	640	SUP	130-9320	660.80
NP23-00074	P And R Paper Supply Co	640	MATL/SUP	130-9320	6,799.75
NP23-00075	Gold Star Foods	640	SUP	130-9320	295.00
NP23-00076	P And R Paper Supply Co	640	MATL/SUP	130-9320	2,808.50
NP23-00077	ePallet, Inc.	640	SUP	130-9320	4,023.90
NP23-00078	Gold Star Foods	640	SUP	130-9320	225.19
NP23-00079	Sysco Food Services Of Ventura	640	SUP	130-9320	1,399.00
P23-03159	RESIDENCE INN LONG BEACH	044	TRAVEL & CONFERENCE -CABE 2023	010-5200	2,590.88
P23-03443	CN School & Office Sol, Inc C lver-Newlin	058	BOND/EQUIP (SMITH SYSTEMS-STORAGE)	214-4400	312,788.10
P23-03623	VALLARTA SUPERMARKETS	385	MAT/SUP- Goal 2.1, 5 for Vallarta Gift cards	010-4300	5,000.00
P23-03624	Amazon Com	053	Materials/ Supplies-Instructional	010-4300	193.22
P23-03625	CABE	054	conf-instrucional	010-5200	2,370.00
P23-03626	SCHOOL TECH SUPPLY	380	MATLS/EQUIPT LCAP 1.13	010-4318	1,386.85
P23-03627	Education Justice Law Group PC	380	SERV-Attorney Fees (CR)	010-5899	7,500.00
P23-03628	Education Justice Law Group PC	380	SERV-Attorney Fees (DR)	010-5899	5,000.00
P23-03629	Lakeshore Learning Materials	058	ELD support materials	010-4300	218.45
P23-03630	Otter Graphics, Inc	059	Materials & Supplies- Infant Dept.	010-4300	544.50
P23-03631	Printech	054	mat/sup-instructional	010-4318	514.60
P23-03632	Petroleum Telcom Inc DBA Telec om	052	MATL/SUPL-Instr	010-4300	10,944.21
P23-03633	IN DEMAND GROUP LLC ROCKETPD	300	CONF-LCAP 1.14	010-5200	2,903.00
P23-03634	AAA CAMPUS, LP VT RANCH	038	SERV-admission Hernandez/Torres	010-5800	976.00
P23-03635	SCHOOL'S IN, LLC	054	mat/sup-instructional	010-4300	1,038.11
P23-03636	CABE	345	Conf (LCAP 1.20 LCFF TOSA)	010-5200	1,750.50
P23-03637	Petroleum Telcom Inc DBA Telec om	058	Mat's & Supplies safety	010-4300	4,949.03
P23-03638	NETWORK CRAZE TECHNOLOGIES INC	004	MAT/SUP (PHONES)	010-4300	10,512.20
P23-03639	SAN BERNARDINO COUNTY SUPERINT ENDENT OF SCHOOLS	380	ADR Conference for OSSA members	010-5200	6,210.00
P23-03640	CARNEGIE FOUNDATION FOR THE AD VANCEMENT OF TEACHING	300	CONF-Carnegie Foundation Summit 2023 (LCAP 1.32)	010-5200	1,095.00
P23-03641	Key Code Media Inc	004	COMP EQUIP	010-6418	47,173.01
P23-03642	Southwest Airlines	345	Travel Flight J. Mosby LCAP 1.20	010-5200	255.97
P23-03643	FAGEN FRIEDMAN & FULFROST LLP	380	Travel & Conference (LCAP 1.30)	010-5200	2,115.00
P23-03644	VANAMAN GERMAN LLP	380	SERV-Attorney Fees (HV)	010-5899	2,500.00

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

Includes Purchase Orders dated 02/03/2023 - 03/02/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-03645	CAG	315	Membership/Conf LCAP 1.11	010-5200	295.00
				010-5300	300.00
P23-03646	PEEBEE & JAY PH	335	Mat/Sup-Admin (LCAP 1.3)	010-4300	308.00
P23-03647	KAREN A BEEMAN dba/CENTER FOR TEACHING FOR BILITERACY, LLC	345	CONF- LCAP 1.4 (Title II) C4T4B	010-5200	13,000.00
P23-03648	PEEBEE & JAY PH	335	Mat/Sup-Admin (LCAP 1.3)	010-4300	154.00
P23-03649	DOUBLETREE WHITTIER	300	CONF-LCAP 1.32	010-5200	1,117.32
P23-03650	CN School & Office Sol, Inc Cui-ver-Newlin	058	BOND/EQUIP (HIRSH)	214-4400	16,884.47
P23-03651	CN School & Office Sol, Inc Cui-ver-Newlin	058	BOND/EQUIP (MAVERICK)	214-4300	376.34
P23-03652	CN School & Office Sol, Inc Cui-ver-Newlin	058	BOND/EQUIP (SICO - STAGE)	214-4400	89,104.02
P23-03653	CN School & Office Sol, Inc Cui-ver-Newlin	058	BOND/EQUIP (SAFCO - EMERG CARD FILE)	214-4400	863.76
P23-03654	Amazon Com	380	Mat/Supp (LCAP 1.13)	010-4300	214.55
P23-03655	Amazon Com	380	Mat/Supp (LCAP 1.13)	010-4300	70.03
P23-03656	Amazon Com	059	Books Other than Textbooks- Infant Program	010-4200	330.06
P23-03657	Amazon Com	059	Books Other Than Textbooks- Infant Program	010-4200	155.83
P23-03658	Amazon Com	054	matls/sup-instructional	010-4300	473.80
P23-03659	Amazon Com	051	MAT/SUPPLIES (Instruction)	010-4300	132.33
P23-03660	Amazon Com	051	BOOKS (Instruction)	010-4200	56.61
P23-03661	Amazon Com	051	MAT/SUPPLIES (Instruction)	010-4200	232.03
				010-4300	45.27
P23-03662	Amazon Com	315	MATL/SUPL LCAP 1.6	010-4300	135.90
P23-03663	Amazon Com	345	Supplies - LCAP 1.20	010-4200	70.03
P23-03664	Amazon Com	315	MATL/SUPL LCAP 1.6	010-4300	53.68
P23-03665	Amazon Com	345	Bks-Other than textbooks LCAP 1.20 (TOSAs)	010-4200	715.50
P23-03666	Amazon Com	610	Ergonomic Materials and Supplies	010-4300	313.59
P23-03667	Amazon Com	050	Materials & Supplies-Inst	010-4300	95.38
P23-03668	Amazon Com	046	MATL/SUPPLY-INSTRUCTION	010-4300	135.63
P23-03669	Amazon Com	630	Materials and Supplies	010-4300	30.00
P23-03670	SBS CORPORATION	630	DEF MAINT/SERV (FRA CONCRETE REPLACEMENT)	140-5800	54,000.00
P23-03671	Desert Distributing LLC dba. Autism-Products.com	380	Mat/Supp & non Cap Equip (LCAP 1.13)	010-4300	1,239.21
				010-4400	1,040.16
P23-03672	Forbess Consulting Group, Inc FCG Environmental	630	Professional Service / McAuliffe	010-5800	525.00
P23-03673	Veritiv Operating Company	003	stores supplies	010-9320	1,373.80
P23-03674	Sinclair Sanitary Supply Inc	003	stores supplies	010-9320	7,266.11

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ESCAPE ONLINE

Page 2 of 13

Includes Purchase Orders dated 02/03/2023 - 03/02/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-03675	Gopher Sport	355	MAT & SUP PE - (LCAP GOAL #1, ACTION # 9)	010-4300	1,188.75
P23-03676	Gopher Sport	355	MATH & SUP - PE (LCAP: GOAL #1, ACTION #9)	010-4300	1,923.35
P23-03677	Gopher Sport	355	MAT & SUP : PE - (LCAP: GOAL #1, ACTION #9)	010-4300	2,016.37
P23-03678	Gopher Sport	355	MAT & SUP: PE - (LCAP::GOAL #1, ACTION #9)	010-4300	1,321.70
P23-03679	Gopher Sport	355	MAT & SUP: PE - (LCAP: GOAL #1, ACTION #9)	010-4300	708.57
P23-03680	Gopher Sport	355	MAT & SUP: PE - (LCAP: GOAL #1, ACTION #9)	010-4300	1,056.33
P23-03681	Gopher Sport	355	MATH & SUP: PE - (LCAP: GOAL #1, ACTION #9)	010-4300	2,634.42
P23-03682	Extreme Clean	003	stores supplies	010-9320	8,300.82
P23-03683	LABSOURCE, INC	003	stores supplies	010-9320	2,539.19
P23-03684	CASBO	640	CONF-workshop, CNS	010-5200	470.00
P23-03685	Pioneer Chemical Co	003	stores supplies	010-9320	862.91
P23-03686	School Health Corporation	003	stores supplies	010-9320	885.48
P23-03687	Amazon Com	046	MATL/SUPPLY-INSTRUCTION	010-4300	1,021.47
P23-03688	RESIDENCE INN LONG BEACH	054	conf-instructional	010-5200	3,471.48
P23-03689	Amazon Com	054	matl/sup-instructional	010-4300	1,060.70
P23-03690	Amazon Com	630	Materials and Supplies	010-4300	51.77
P23-03691	Lowe's	050	Materials & Supplies-Inst	010-4300	51.09
P23-03692	Amazon Com	630	Materials and Supplies	010-4300	80.86
P23-03693	Amazon Com	630	Materials and Supplies	010-4300	741.59
P23-03694	Amazon Com	630	Materials and Supplies	010-4300	684.89
P23-03695	Grainger Inc	003	stores supplies	010-9320	307.94
P23-03696	Amazon Com	320	mat/sup - LCAP 1.18 ELPAC	010-4300	1,911.60
P23-03697	Amazon Com	040	MATL/SUPP-INSTRUC	010-4300	134.11
P23-03698	Amazon Com	042	Materials and Supplies (Instructional)	010-4300	169.55
P23-03699	Amazon Com	041	Mat/Supplies - Instructional	010-4300	263.30
P23-03700	Amazon Com	042	Materials and Supplies (Instructional)	010-4300	227.49
P23-03701	Amazon Com	057	Materials and Supplies	010-4300	257.59
P23-03702	Amazon Com	040	MATL/SUPP	010-4300	259.27
P23-03703	Amazon Com	050	Materials & Supplies-Inst	010-4300	330.11
P23-03704	Amazon Com	055	Mat/Supp-Instructional	010-4300	180.02
P23-03705	Amazon Com	042	Materials and Supplies (Instructional)	010-4300	61.25
P23-03706	Amazon Com	050	Materials & Supplies-Inst	010-4200	75.41
P23-03707	FLAGHOUSE INC	380	MAT/SUP (LCAP 1.30)	010-4300	1,260.23
				010-4400	3,940.43
P23-03708	CABE	335	Cabe Award Luncheon/ Seal of Excellence Banquest	010-5200	135.00
P23-03709	Apple Computer Inc	004	COMP SUP	010-4418	1,198,260.00
P23-03710	OXNARD PERFORMING ARTS CENTER CORP	640	RENTAL FEE	010-5600	825.00

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

Includes Purchase Orders dated 02/03/2023 - 03/02/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-03711	Amazon Com	042	Materials and Supplies (Instructional)	010-4300	139.36
P23-03712	CAAASA	100	CAAASA Conference Registration	010-5200	695.00
				010-5300	500.00
P23-03713	EMBASSY SUITES ANAHEIM SOUTH	100	CAAASA Hotel	010-5200	393.52
P23-03714	Office Depot Bus Ser Div	003	stores supplies	010-9320	6,109.74
P23-03716	Amazon Com	300	MATL/SUP (LCAP 1.34)	010-4200	1,593.18
P23-03717	CHARLES M PARRENT DBA/ FALCON ROOFING COMPANY	630	Roof repair	010-5632	5,000.00
P23-03718	SALINAS & SONS ROOTER SERVICE	630	Plumbing Repair / Curren	010-5645	1,200.00
P23-03719	Amazon Com	042	Materials and Supplies (Instructional)	010-4300	82.84
P23-03720	Amazon Com	046	MATL/SUPPLY-INSTRUCTION	010-4400	850.21
P23-03721	Perma Bound Books	052	Books Other Than textbooks - Instr	010-4200	5,638.81
P23-03722	Perma Bound Books	052	Books Other Than Textbooks/Instr	010-4200	13,790.40
P23-03723	Lego Education	315	Mat/Supl LCAP1.6	010-4300	15,791.65
P23-03724	Audio Resource Group	300	Mat/Supplies	010-4300	80.85
P23-03725	SCHOOL TECH SUPPLY	345	Comp Supplies (LCAP 1.20)	010-4318	7,593.09
P23-03726	Edpuzzle Inc	345	Software Licenses LCAP 1.20 (LCFF) TOSAS	010-5818	1,950.00
P23-03727	JL DOWNTOWN CAFE	100	Blank Purchase Order	010-4300	2,500.00
P23-03728	Oxnard Chamber Of Commerce	100	Membership	010-5300	790.00
P23-03729	Toppers Pizza Place	200	MATL/SUPP (Admin. Academy Food)	010-4300	500.00
P23-03730	SCHOOL TECH SUPPLY	200	COMP EQUIP	010-4418	5,208.09
P23-03731	SCHOOL TECH SUPPLY	058	Mat'l's & Supplies	010-4418	6,963.89
P23-03732	Newsela, Inc	042	License subscription/instruction	010-5818	4,655.00
P23-03733	Urbane Cafe Alex Bello-Mgr	640	MATL/full staff in-service for CNS	130-4300	1,235.95
P23-03734	Urbane Cafe Alex Bello-Mgr	032	Matl/Sup	010-4300	250.00
P23-03735	JOSE C. CASTANEDA PROVISION EN TERTAINMENT DJS	055	Service	010-5800	300.00
P23-03736	Journalism Education Assoc.	315	Membership LCAP 1.6	010-5300	65.00
P23-03737	Spicers Paper Inc	655	Materials and supplies	010-4300	1,080.76
P23-03738	JL DOWNTOWN CAFE	200	MATL/SUPP (Food)	010-4300	500.00
P23-03739	Office Depot Bus Ser Div	050	Materials & Supplies-Inst	010-4300	22.09
P23-03740	Amazon Com	055	Matl/Supp-Instructional	010-4300	144.00
P23-03741	Fence Factory	630	DEFERRED MAINT/SITE (MAR FENCE)	140-6200	37,228.00
P23-03742	RAINBOW MEALWORMS, INC	046	MATL/SUPPLY-INSTRUCTION	010-4300	24.86
P23-03743	FOLLETT SCHOOL SOLUTIONS, INC	054	Books other than textbooks	010-4200	5,793.96
P23-03744	Amazon Com	044	MATERIALS & SUPPLIES	010-4300	270.43
P23-03745	Amazon Com	058	Mtls & Supplies - Safety - Signs	010-4300	308.84
P23-03746	Amazon Com	355	MATERIALS FOR UTK MATH LCAP 1.05	010-4300	1,349.22
P23-03747	Amazon Com	315	MATL/SUPL LCAP 1.6	010-4300	147.51
P23-03748	Amazon Com	058	ORC Materials and supplies	010-4300	277.72

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-03749	Amazon Com	355	MATERIALS FOR UTK MATH - LCAP 1.05	010-4300	1,838.92
P23-03750	Amazon Com	042	Materials and Supplies (Instructional)	010-4300	359.85
P23-03751	Amazon Com	044	Materials & supplies	010-4300	108.12
P23-03752	Amazon Com	044	MATERIALS & SUPPLIES	010-4300	290.75
P23-03753	Amazon Com	050	Materials & Supplies-Inst	010-4300	38.41
P23-03754	KNOX ASSOCIATES INC KNOX COMPA NY	610	EQUIPMENT	010-4400	24,492.82
P23-03755	Gopher Sport	355	MAT & SUP: PE - LCAP GOAL # 1, ACTION # 9	010-4300	102.19
P23-03756	Gopher Sport	355	MAT & SUP: PE - LCAP: GOAL #1, ACTION # 9	010-4300	1,379.12
P23-03757	Gopher Sport	355	MAT & SUP: PE - LCAP-GOAL #1, ACTION # 9	010-4300	357.97
P23-03758	Gopher Sport	355	MATH & SUP: PE - LCAP: GOAL # 1, ACTION # 9	010-4300	1,753.45
P23-03759	Gopher Sport	355	MAT & SUP:: PE - LCAP - GOAL # 1, ACTION # 9	010-4300	1,939.86
P23-03760	PLAYCORE WISCONSIN INC GAMETIM E	630	Def Maint / Equipt / Marshall (Slide Replacement)	140-4400	2,625.00
P23-03761	PLAYCORE WISCONSIN INC GAMETIM E	630	Def Maint / Equipt / Marshall Kinder	140-6173	347,976.89
P23-03762	PLAYCORE WISCONSIN INC GAMETIM E	630	Def Maint / Equipt / Ramona Kinder	140-6173	132,555.84
P23-03763	PLAYCORE WISCONSIN INC GAMETIM E	630	Def Maint / Equipt / Harrington ES	140-6173	132,479.79
P23-03764	PLAYCORE WISCONSIN INC GAMETIM E	630	Def Maint / Equipt / Brekke ES	140-6173	468,231.57
P23-03765	Petroleum Telcom Inc DBA Telecom	038	MATL/SUPP-Walkies	010-4300	2,259.51
P23-03766	SCHOOL TECH SUPPLY	345	Comp Equip/Supplies (LCAP 1.20)	010-4318 010-4418	769.37 1,189.99
P23-03767	WESTERN REGION IPMA-HR	210	serv	010-5800	250.00
P23-03768	LAW OFFICE OF PATRICIA BARRETT	210	Serv	010-5800	3,800.00
P23-03769	Ashton Awards Inc Aswell Trophy	040	MATL/SUPP	010-4300	203.21
P23-03770	CASBO	630	Training / Dana Miller & Marcos Lopez	010-5200	610.00
P23-03771	SCHOOL TECH SUPPLY	004	COMP SUP	010-4318	1,542.59
P23-03772	Monster Technology LLC	200	MATL/SUPP (Printer toner)	010-4300	2,136.93
P23-03773	Printech	054	matl/sup-instructional	010-4318	105.13
P23-03774	SCHOOL TECH SUPPLY	004	COMP EQUIP	010-4418	3,397.22
P23-03775	Witherspoon Ent Inc DBA Port A Stor	315	SERV LCAP 1.6	010-5600	5,000.00
P23-03776	Amazon Com	054	matl/sup-instructional	010-4300	1,009.78
P23-03777	MARK GRIFFITHS	053	SERV/ SUPP CONC. -GOAL 2.2	010-5800	850.00
P23-03778	PASADENA ROBLES ACQUISITION HI LTON PASADENA	335	Travel/Conf - Social Kindergarten Conf,	010-5200	900.91

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-03779	Long Beach Marriott	055	CONF/ CABE	010-5200	1,900.08
P23-03780	Town And Country Resort &	100	Hotel for CALSA Academy for Leadership	010-5200	656.00
P23-03781	STEPHANIE ENRIQUEZ	320	SERV/SUPP CONC.- LCAP 1.9	010-5800	2,000.00
P23-03782	OJAI RAPTOR CENTER	051	T1/SERV	010-5800	315.00
P23-03783	Gopher Sport	315	SERV/ELOP	010-5800	16,800.45
P23-03784	FRANCISCA SANCHEZ dba/ PROVOCA TIVE PRACTICE	100	SERV (LCAP GOAL 1)	010-5800	45,000.00
P23-03785	SEESAW LEARNING INC	056	Licences/apps- Seesaw	010-5818	825.00
P23-03786	California Science Center	038	SERV-instructional	010-5800	257.00
P23-03787	Southwest School & Office Sup	003	stores supplies	010-9320	10,623.66
P23-03788	PAVEMENT ENGINEERING INC	630	DEF MAINT (SUPPORT- VARIOUS SITES)	140-6173	427,000.00
P23-03789	CHALLENGE DAY	032	SERV/SUPP CONC (SPSA GAOL 2.2)	010-5800	7,800.00
P23-03790	OLD NEW YORK BAGEL & DELI CO I NC.	100	Old New York Deli Breakfast Order for BM 3.4.23	010-4300	137.96
P23-03791	Matt Oppenheimer Tutorific	380	SERV/ TUTORING- SPED GOAL 1.13	010-5100 010-5800	75,000.00 25,000.00
P23-03792	Crown Equipment Corporation db a. Crown Lift Trucks	640	EQUIP	010-4400	690.21
P23-03793	Scada Access, Inc. CyberReef S olutions, Inc.	004	Software	010-5818	1,200.00
P23-03794	LECTURA INC LATINO FAMILY LITE RACY PROJECT	300	Conf- LCAP 1.20	010-5800	3,200.00
P23-03795	Crown Equipment Corporation db a. Crown Lift Trucks	640	EQUIP/6400	010-6400	46,644.29
P23-03796	Office Depot Bus Ser Div	003	stores supplies	010-9320	11,400.35
P23-03797	Amazon Com	050	Materials & Supplies-Inst	010-4300	27.46
P23-03798	Amazon Com	044	MATERIALS & SUPPLIES	010-4300	678.40
P23-03799	Amazon Com	630	Grounds Materials and Supplies	010-4300	135.47
P23-03800	Amazon Com	050	Materials & Supplies-Inst	010-4200	394.81
P23-03801	Amazon Com	630	Grounds Materials and Supplies	010-4300	63.27
P23-03802	Amazon Com	051	MAT/SUPPLIES (Instructional)	010-4200	41.67
P23-03803	Amazon Com	042	Materials and Supplies (Instructional)	010-4300	89.45
P23-03804	Amazon Com	630	Grounds Materials and Supplies	010-4300	64.61
P23-03805	Sheraton Grand Sacramento	300	CONF-Calsa 2023 (LCAP 1.19)	010-5200	243.07
P23-03806	Southwest Airlines	300	CONF-Calsa 2023 (LCAP 1.19)	010-5200	407.96
P23-03807	Amazon Com	004	MAT/SUP	010-4300	78.88
P23-03808	ETRAILER CORP	630	Grounds Materials and Supplies	010-4300	111.83
P23-03809	Petroleum Telcom Inc DBA Telec om	051	EQUIPMENT	010-4300	642.66
P23-03810	Lakeshore Learning Materials	053	Materials/Supplies-Instructional	010-4300	68.03
P23-03811	MIND RESEARCH INSTITUTE	355	MATERIALS FOR UTK MATH - LCAP 1.05	010-4300	570.34
P23-03812	CALIFORNIA COUNTY SUPERINTENDE NTS	345	Conf K. Majda LCAP 1.09	010-5200	300.00

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-03813	Green Thumb International	038	matl/supp-instructionalOrozco	010-4300	109.25
P23-03814	Positive Promotions	320	Mat/sup - Library Recognition	010-4300	466.00
P23-03815	Ashton Awards Inc Aswell Troph y	051	MAT/SUPPLIES(Instructional)	010-4300	34.85
P23-03816	Maad Graphics	060	Materials Sup-(Incentives)	010-4300	2,955.21
P23-03817	CABE	038	CONF-Teacher/principal	010-5200	1,960.00
P23-03818	School Specialty Inc	042	Materials and Supplies	010-4300	240.89
P23-03819	Spicers Paper Inc	655	Materials and Supplies	010-4300	2,136.93
P23-03820	ROBERT YOUNG YOUNG MUSIC INC	044	ONLINE SUBSCRIPTIONS	010-4300	314.15
				010-5818	160.60
P23-03821	West Music Company Inc	044	MATERIALS & SUPPLIES	010-4300	197.96
P23-03822	City Of Ventura Parks Administ ration	044	Entrance Fees	010-5800	1,155.00
P23-03823	Coast To Coast Computer Prod	036	mat/sup - instructional	010-4300	4,752.35
P23-03824	UNDERWOOD FAMILY FARMS LP	044	ENTRANCE FEES	010-5800	924.00
P23-03825	SHERMAN GARNETT & ASSOCIATES	300	MAT/SUP- Handbook Student records	010-4300	70.54
P23-03826	School Specialty Inc	041	Books - Instructional	010-4300	833.39
P23-03827	GOBULK.COM	051	MAT/SUPPLIES (Instruction)	010-4300	1,828.85
P23-03828	Superior Sanitary Supplies	640	MATL/SUP	010-4300	83.82
P23-03829	United Refrigeration Inc	630	Equip / Facilities	010-6400	8,937.20
P23-03830	BRIGHTLY SOFTWARE, INC.	630	Consulting Services	010-5800	1,283.31
P23-03831	California Science Center	038	SERV-instructional	010-5800	25.00
P23-03832	United Refrigeration Inc	630	HVAC Equip	010-4400	1,444.32
P23-03833	TRI-SIGNAL INTEGRATION, INC.	630	Professional Services / Soria	010-5800	750.00
P23-03834	LEONARDO SAUCEDO LEON AUTO BOD Y SHOP	630	Professional Service / #122	010-5800	508.75
P23-03835	BMI Systems Group	004	MAT/SUP	010-4300	1,534.96
P23-03836	Amazon Com	345	MTLS- LCAP 1.20 (LCFF)	010-4200	813.40
P23-03837	HYATT REGENCY SUITES- PALM SPR INGS	345	CONF LCAP 1.20	010-5200	831.52
P23-03838	Amazon Com	060	Materials/Sup-Ms. Heaton	010-4200	54.24
P23-03839	Amazon Com	060	Materials-Sup-Ms. Heaton	010-4200	58.13
P23-03840	Amazon Com	053	Materials/Supplies-Instructional	010-4300	100.18
P23-03841	DICK BLICK COMPANY BLICK ART M ATERIALS	056	Matl/Supp-Instructional	010-4300	32.86
P23-03842	Home Depot Inc	044	MATERIALS & SUPPLIES	010-4300	243.40
P23-03843	Amazon Com	630	Materials and Supplies	010-4300	42.57
P23-03844	Dial Security	630	Professional Services / Alarm responses	010-5800	260.00
P23-03845	Dial Security	630	Professioanl Service / Marina West	010-5800	62.00
P23-03846	Lowe's	345	MtlS LCAP 1.09-LCFF (TK)	010-4300	483.45
P23-03847	Amazon Com	345	MtlS LCAP 1.09-LCFF (TK)	010-4300	158.74
P23-03848	Zangle Nat'l User Group	004	TRAV/CONF	010-5200	1,185.00
P23-03849	Home Depot Inc	038	MAT/SUPP-Instructional/Elisondo	010-4300	130.88

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-03850	CALIFORNIA LUTHERAN UNIVERSITY	200	RECRUITMENT	010-5200	400.00
P23-03851	SANTA BARBARA ZOO	044	ENTRANCE FEES	010-5800	432.00
P23-03852	SCELZI EQUIPMENT INC	630	Locksmith Supplies	010-4343	114.64
P23-03854	Amazon Com	060	Material/SUP-Instruc. (LASKI) (1)	010-4200	126.53
P23-03855	RESIDENCE INN LONG BEACH	038	CONF-instructional/ 1 admin(Tapia)/1 teacher(Gil)	010-5200	3,429.12
P23-03856	Amazon Com	060	Materials-SUP-Instr. (LASKI)	010-4200	94.65
P23-03857	Zangle Nat'l User Group	320	Conf LCAP 1.18 Y. Partida Q conference	010-5200	225.00
P23-03858	Zangle Nat'l User Group	004	TRAV/CONF	010-5200	225.00
P23-03859	Grainger Inc	640	MALT/SUP	010-4300	1,325.75
P23-03860	Ventura Co Office Of Education	058	Exploring Geometry Conference	010-5200	40.00
P23-03861	Amazon Com	630	Materials and Supplies	010-4300	101.70
P23-03862	Fence Factory	630	Fence Repair / Soria	010-5632	2,520.00
P23-03863	SALINAS & SONS ROOTER SERVICE	630	Plumbing repair / Frank	010-5645	875.00
P23-03864	MESA ENERGY SYS INC dba EMCOR SVCS MESA ENERGY	630	Professioanl Service / Kamala Chiller	010-5800	2,310.00
P23-03865	MESA ENERGY SYS INC dba EMCOR SVCS MESA ENERGY	630	Professioanl Service / Kamala Chiller	010-5800	9,990.00
P23-03866	FAIRFIELD INN & SUITES SACRAME NTO AIRPORT WOODLAND	600	TRAVEL/CONF - FCMAT CBO CIP (VM-Rm Resv)	010-5200	1,000.00
P23-03867	HOLIDAY INN EXPRESS SAN DIEGO- MISSION VALLEY	036	conf - instructional	010-5200	1,600.00
P23-03868	Amazon Com	053	Materials/Supplies-Instructional	010-4300	87.02
P23-03869	C & S RV Inc	640	4400	010-4400	9,038.55
P23-03870	Amazon Com	060	MATERIALS/Sup- Ms. Bouvet	010-4300	226.69
P23-03871	Amazon Com	053	Materials/Supplies-Istructional	010-4300	65.66
P23-03872	Amazon Com	060	Material and/SUP-Ins. Ms Laubacher	010-4300	174.76
P23-03873	Tom Rey Garcia dba/ Tomas Cafe & Gallery	620	Catering Meals- training	010-4300	1,200.00
P23-03874	Amazon Com	630	Custodial Materials and Supplies	010-4300	1,533.59
P23-03875	Lifetouch	036	matl/sup - instructional	010-4300	6,726.11
P23-03876	CADA	036	conf - instructional	010-5200	1,270.00
P23-03877	Dial Security	630	Professional Service / Lemonwood	010-5800	464.09
P23-03878	Dial Security	630	Professional Service / Fire Monitoring	010-5800	743.00
P23-03879	PLAYCORE WISCONSIN INC GAMETIM E	630	Def Maint / Equip / Kamala Playground	140-6173	174,940.78
P23-03880	Urbane Cafe Alex Bello-Mgr	060	Material/SUP- Read Across America	010-4300	403.47
P23-03881	Amazon Com	003	stores supplies	010-9320	350.69
P23-03882	Amazon Com	044	MATS/SUPPLIES	010-4300	595.84
P23-03883	Uline	003	stores supplies	010-9320	2,211.68
P23-03884	DICK BLICK COMPANY BLICK ART M ATERIALS	003	stores supplies	010-9320	67.52

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P23-03885	Amazon Com	003	STORES- PPE SUPPLIES (CLOROX WIPES)	010-4300	1,881.60
P23-03886	Office Depot Bus Ser Div	003	stores supplies	010-9320	389.50
P23-03887	Veritiv Operating Company	003	stores supplies	010-9320	41,905.94
P23-03888	BSN Sports	003	stores supplies	010-9320	443.34
P23-03889	Sinclair Sanitary Supply Inc	003	stores supplies	010-9320	12,504.14
P23-03890	Pioneer Chemical Co	003	stores supplies	010-9320	288.91
P23-03891	School Health Corporation	003	stores supplies	010-9320	462.56
P23-03892	Amazon Com	038	MATL/SUPP-instr/Piña	010-4300	217.85
P23-03893	Amazon Com	038	MATL/SUPP-instr/Piña	010-4300	95.05
P23-03894	Amazon Com	051	MAT/SUPPLIES (Instruction)	010-4200	1,646.08
P23-03895	Amazon Com	385	MAP/SUP- Books	010-4200	69.15
P23-03896	Amazon Com	044	Materials & supplies	010-4300	809.85
P23-03897	Amazon Com	315	MATL/SUPL LCAP 1.6	010-4300	3,963.41
P23-03898	Amazon Com	060	Material/SUP-Inst. Mr. Arreguin	010-4300	208.71
P23-03899	Amazon Com	300	Supplies - LCAP 3.01	010-4300	257.88
P23-03900	Amazon Com	041	Mat/Sup - Instructional	010-4300	177.57
P23-03901	Amazon Com	042	Materials and Supplies (Instructional)	010-4300	174.13
P23-03902	Amazon Com	058	Family movie night materials	010-4300	214.60
P23-03903	LABSOURCE, INC	003	stores supplies	010-9320	1,732.16
P23-03904	Extreme Clean	003	stores supplies	010-9320	5,423.17
P23-03905	Amazon Com	051	MAT/SUPPLIES (Instructional)	010-4300	240.00
P23-03906	Amazon Com	038	MAT/SUPP	010-4300	59.13
P23-03907	Amazon Com	038	MATL/SUPP-instr/Ortiz	010-4300	31.84
P23-03908	SCHOOL SPECIALTY LLC	003	stores supplies	010-9320	4,505.80
P23-03909	Nick Rail Music	315	MATL/SUPL LCAP 1.6	010-4300	6,801.30
				010-4400	6,265.00
P23-03910	Lakeshore Learning Materials	345	Mtlsl LCAP 1.09- LCFF (TK)	010-4300	1,414.38
P23-03911	Gopher Sport	048	MATERIALS AND SUPPLIES-INSTRUCTIONAL	010-4300	229.21
P23-03912	School Nurse Supply Co	042	Materials and Supplies (Instructional)	010-4300	168.25
P23-03913	SCHOOL TECH SUPPLY	036	matl/sup - instructional	010-4318	870.70
P23-03914	CCDEH	640	4200/BOOKS	010-4200	298.47
P23-03915	GENESIS FLOOR COVERING INC	630	Def Maintenance / Flooring / San Miguel	140-6200	193,872.91
P23-03916	GENESIS FLOOR COVERING INC	630	Def Maintenance / Flooring / Sierra Linda	140-6200	1,008,797.35
P23-03917	GENESIS FLOOR COVERING INC	630	Def Maintenance / Flooring / Curren	140-6200	839,109.66
P23-03918	Natl School Public Relations	100	NSPRA Seminar Registration	010-5200	1,310.00
P23-03919	SHERMAN GARNETT & ASSOCIATES	385	MAP/SUP- Book on guidelines on Discipline/Susp/Exp	010-4200	65.53
P23-03920	Lakeshore Learning Materials	053	Materials/Supplies-Instructional	010-4300	599.78
P23-03921	Petroleum Telcom Inc DBA Telecom	315	MATL/SUPL/LCAP 1.6	010-4300	4,949.03
				010-5800	500.00

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-03922	IMAGE ONE CORP	600	SERV-LCFF.IncomeSurveyFormDesi gn 23-24 SY	010-5800	1,950.00
P23-03923	KAREN A BEEMAN dba/CENTER FOR TEACHING FOR BILITERACY, LLC	345	SERV LCAP 1.04 (C4T4B)	010-5800	61,000.00
P23-03924	SOUTHERN CALIFORNIA KINDERGART EN CONFERENCE INC	032	CONF - Instructional	010-5200	610.00
P23-03925	California School Boards Assoc	100	CSBA Education and Cultural Competence	010-5200	25.00
P23-03926	DICK BLICK COMPANY BLICK ART M ATERIALS	041	Mat/Sup - Instructional	010-4300	467.02
P23-03927	Ventura Co Sch Self-Funding	660	Deductible for Propery Ins. Claim# GHC0032850	010-5455	10,000.00
P23-03928	Grainger Inc	640	EQUIP/4400	010-4400	2,487.86
P23-03929	SPB Associates, Inc DBA Subway # 27320	640	SUP	130-4700	1,000.00
P23-03930	USH MASTER TENANT, LLC	100	NSPRA Hotel Reservation	010-5200	1,481.21
P23-03931	Southwest Airlines	100	NASPRA - Flight arrangements	010-5200	825.90
P23-03932	COSTCO WHOLESALE CORPORATION	056	Mat/Sup-Instructional	010-4300	327.75
P23-03933	CN School & Office Sol, Inc Cu lver-Newlin	058	BOND/EQUIP-MATL (VS LIBRARY/MEDIA CENTER)	214-4400	95,687.20
Total Number of POs			321	Total	<u><u>6,416,779.43</u></u>

Fund Recap

Fund	Description	PO Count	Amount
010	GENERAL FUND	291	2,057,383.94
130	CAFETERIA FUND	12	24,873.81
140	DEFERRED MAINTENANCE FUND	12	3,818,817.79
214	BOND FUND MEASURE D 2016	6	515,703.89
		Total	<u><u>6,416,779.43</u></u>

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

Includes Purchase Orders dated 02/03/2023 - 03/02/2023

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P22-01838	514,920.00	214-6290	BOND FUND MEASURE D 2016/INSPECTION	147,840.00
P22-02447	85,770.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	42,970.00
P23-00111	2,500.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	500.00-
P23-00120	9,500.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	500.00-
P23-00122	3,500.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	500.00-
P23-00123	2,750.00	010-4329	GENERAL FUND/MISCELLANEOUS SUPPLIES	250.00-
P23-00126	500.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	500.00-
P23-00131	750.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	250.00-
P23-00136	1,000.00	010-5632	GENERAL FUND/REPAIRS	500.00-
P23-00140	500.00	010-4325	GENERAL FUND/PLUMBING SUPPLIES	500.00-
P23-00143	8,500.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	500.00-
P23-00148	7,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	1,000.00
P23-00149	1,000.00	010-4322	GENERAL FUND/FLOOR SUPPLIES	500.00-
P23-00150	2,500.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	500.00-
P23-00154	500.00	010-4321	GENERAL FUND/ELECTRICAL SUPPLIES	500.00-
P23-00167	1,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	1,000.00-
P23-00173	2,000.00	010-4326	GENERAL FUND/ROOFING SUPPLIES	1,000.00-
P23-00174	4,000.00	010-4328	GENERAL FUND/STRUCTURAL SUPPLIES	2,000.00-
P23-00181	500.00	010-4326	GENERAL FUND/ROOFING SUPPLIES	500.00-
P23-00188	15,000.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	2,500.00-
P23-00189	8,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,000.00-
P23-00192	7,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,500.00
P23-00193	9,000.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	1,928.23
P23-00195	3,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	1,000.00-
P23-00197	19,000.00	010-4343	GENERAL FUND/LOCKSMITH SUPPLIES	1,000.00-
P23-00199	2,500.00	010-4323	GENERAL FUND/HVAC SUPPLIES	500.00-
P23-00201	2,000.00	010-4325	GENERAL FUND/PLUMBING SUPPLIES	500.00-
P23-00202	2,500.00	010-4352	GENERAL FUND/LANDSCAPE PLANTS	1,000.00-
P23-00216	4,250.00	010-4321	GENERAL FUND/ELECTRICAL SUPPLIES	250.00-
P23-00219	1,500.00	010-4325	GENERAL FUND/PLUMBING SUPPLIES	500.00-
P23-00225	2,500.00	010-4323	GENERAL FUND/HVAC SUPPLIES	500.00-
P23-00228	3,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	1,000.00-
P23-00230	3,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	1,000.00
P23-00231	1,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00-
P23-00232	3,000.00	010-4324	GENERAL FUND/PAINTING SUPPLIES	1,000.00-
P23-00237	546.25	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	546.25-
P23-00239	2,500.00	010-4352	GENERAL FUND/LANDSCAPE PLANTS	2,500.00-
P23-00243	4,000.00	010-4325	GENERAL FUND/PLUMBING SUPPLIES	1,000.00-
P23-00244	3,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	2,000.00-
P23-00246	500.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	500.00-
P23-00252	5,000.00	010-4322	GENERAL FUND/FLOOR SUPPLIES	2,500.00-
P23-00253	6,000.00	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	2,000.00-

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ESCAPE ONLINE

Includes Purchase Orders dated 02/03/2023 - 03/02/2023

PO Changes (continued)

	New PO Amount	Fund/ Object	Description	Change Amount
P23-00254	4,000.00	010-4343	GENERAL FUND/LOCKSMITH SUPPLIES	1,000.00-
P23-00283	13,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3,000.00
P23-00334	19,000.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	1,300.00-
P23-00337	2,000.00	010-5632	GENERAL FUND/REPAIRS	500.00-
P23-00339	500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,500.00-
P23-00367	9,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	4,000.00
P23-00372	3,000.00	010-5632	GENERAL FUND/REPAIRS	1,000.00-
P23-00373	5,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,000.00-
P23-00377	4,000.00	010-4353	GENERAL FUND/EQUIPMENT PARTS	1,000.00-
P23-00380	3,000.00	010-4323	GENERAL FUND/HVAC SUPPLIES	500.00-
P23-00381	2,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00-
P23-00398	30,000.00	130-4700	CAFETERIA FUND/FOOD	9,953.65
P23-00566	6,008.75	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	361.97
P23-00584	2,400.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,403.18
P23-00682	55,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	19,775.92
P23-00706	3,000.00	010-5632	GENERAL FUND/REPAIRS	1,000.00-
P23-00714	1,000.00	010-4353	GENERAL FUND/EQUIPMENT PARTS	1,000.00-
P23-00810	11,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3,000.00
P23-00967	2,400.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	600.00
P23-00975	7,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,000.00
P23-00996	1,256.38	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	241.63
P23-00998	8,740.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3,277.50
P23-01127	1,200,000.00	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	900,000.00
P23-01370	2,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,500.00
P23-01722	2,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	771.51
P23-01841	1,600.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	386.66
P23-01868	770.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	370.00
P23-01992	928.63	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	227.36
P23-02659	1,092.50	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	546.25-
P23-02997	3,160.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	115.00
		010-5220	GENERAL FUND/BOARD MEMBER GONZALES	115.00
		010-5224	GENERAL FUND/BOARD MEMBER ROBLES-SOLIS	115.00
		010-5225	GENERAL FUND/BOARD MEMBER RODRIGUEZ	790.00
			Total PO P23-02997	1,135.00
P23-03110	860.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	1,480.00-
P23-03189	1,987.30	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	468.36
P23-03219	1,502.26	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	54.41
P23-03261	93.36	010-4318	GENERAL FUND/COMPUTER SUPPLIES AND SOFTWARE	29.69
P23-03408	786.57	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	196.65
P23-03435	405.29	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	43.30-
P23-03519	2,568.98	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	227.13
P23-03525	119.62	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	22.47

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ESCAPE ONLINE

Includes Purchase Orders dated 02/03/2023 - 03/02/2023

PO Changes (continued)

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P23-03528	295.29	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	.56
P23-03529	325.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	67.99
P23-03530	254.69	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	8.65-
P23-03534	86.30	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	33.17
P23-03601	1,770.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	590.00
P23-03604	186.86	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2.72-
		130-4300	CAFETERIA FUND/MATERIALS AND SUPPLIES	14.67-
			Total PO P23-03604	17.39-
			Total PO Changes	1,102,241.20

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

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: March 15, 2023

Agenda Section: Section C: Consent Agenda

Adoption of 2022-23 Oxnard School District Transportation Plan (Mitchell/Galvan)

In accordance with Education Code Sections 39800.1 and 41850.1, the District shall develop a plan describing the transportation services it will offer to its pupils and how it will prioritize planned transportation services for pupils. The plan shall be adopted by the local educational agency's governing board on or before April 1, 2023 and updated by April 1 each year thereafter.

FISCAL IMPACT:

Per AB 181 Home to School Transportation Reimbursement Program funding will be paid to the District in the amount of \$1,934.351.00.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Transportation that the Board of Trustees adopt 2022-23 Oxnard School District Transportation Plan, as presented.

ADDITIONAL MATERIALS:

Attached: [OSD Transportation Plan \(1 page\)](#)

[Public Notice-OSD Transportation Plan \(1 page\)](#)

Oxnard School District Transportation Plan 2022-23

Transportation Services:

1. Oxnard School District's (OSD) student population is 91% social economically disadvantaged. The Board of Trustees of the Oxnard School District as a matter of choice and policy, provides transportation for students under provisions of State Law and Regulations. Although the State Law does not require home-to-school transportation, OSD provides home-to-school pupil transportation services to all eligible PreK-8th grade students. The transportation program is supported both with contracted services provided by Durham Transportation and OSD transportation employees. There are currently 60 home-to-school routes, 38 of which service all qualified students, and 22 servicing Special Education only students. Transportation bus routes run daily, Monday through Friday, in the morning, early afternoon, late afternoon, and on Saturdays as needed. Free transportation is provided for all students who participate in District sponsored field trips, athletic competitions, and Migrant Education. The County of Ventura offers free bus pass services for middle school students of OSD. Oxnard's Gold Coast Transit also provides free transportation to OSD students.

2. The Transportation Department works with our Special Education Department to provide transportation services to all eligible students with disabilities. Preliminary student transportation numbers for the subsequent school year are received in June and then updated by August 1st to finalize bus routes. The Pupil Services Department works with the Transportation Department and provides information on alternative modes of school transportation in support of OSD's homeless youth.

3. All OSD students are eligible for free transportation services if certain criteria are present. Eligibility criteria is based on the home address provided to either the Enrollment Center or the students home school. Students shall be eligible for free transportation services to and from school established bus stop, if the distance between the student's home address and the student's school is beyond 1.5 miles for grades TK-5 and 2.0 miles for grades 6-8. Additional exceptions are made for certain major intersection throughout the district boundaries.

Consultations:

The transportation plan was shared with and input sought from the District's Parent Advisory Committee which is made up of parents, PTA representatives, and community representatives along with the district's three collective bargaining group representatives, district administrators, and students. The plan was also shared with the Ventura County and City of Oxnard transportation departments, the Local Air Pollution Control and Air Quality Management District for collaboration and feedback.

Revenue Calculation

Total 2021-22 Transportation Expenses (Function 3600)	\$	5,239,573.00
Less Capital Outlay (object 6XXX, Function 3600)	\$	-
Less Nonagency Expenditures (Goal 7110,7150, Function 3600)	\$	-
Estimated 60% Reimbursement	\$	3,143,744.00
Less 2021-22 Transportation add-on (from LCFF Calculator)	\$	1,209,393.00
Total Revenue (Object 8590, Resource 0000)	\$	1,934,351.00

Expenditures and Other Financing Uses

2000-2999 - Classified Salaries	\$	850,639.00
3000-3999 - Employee Benefits	\$	405,125.00
4000-4999 - Books and Supplies	\$	113,810.00
5000-5999 - Services and other Operating Expenditures	\$	3,869,999.00
6000-6999 - Capital Outlay	\$	-
7000-7999 - Other Outgo	\$	-
Total Expenditures	\$	5,239,573.00

Board Approval Date: *March 15, 2023*

The Transportation Plan and Revenue Calculations were developed in accordance with Education Code Sections 39800.1 and 41850.1.



OXNARD SCHOOL DISTRICT

1051 South "A" Street ♦ Oxnard, California 93030 ♦ 805/385-1501 ♦ www.oxnardsd.org

PUBLIC NOTICE

Oxnard School District Transportation Plan

PLEASE TAKE NOTICE that the Oxnard School District intends to adopt a transportation plan in accordance with Ed Code 39800.1 and 41850.1 at a regular meeting of the Board of Trustees on March 15, 2023, at 7:00 p.m. in the Board Room of the Educational Services Center located at 1051 South A Street, Oxnard, CA 93030.

PLEASE TAKE FURTHER NOTICE the public may comment remotely during the board meeting on this agenda item via the following email address: schoolbus@oxnardsd.org.

Remote comments will be accepted until said time transportation plan is adopted by the Board of Trustees during this meeting.

Information concerning this matter is available from the Assistant Superintendent, Business and Fiscal Services at (805) 385-1501, ext. 2401.

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort, Ed.D.

Date of Meeting: March 15, 2023

Agenda Section: Section C: Consent Agenda

Request for Approval of Out-of-State Conference Attendance (Aguilera-Fort)

The Board's approval is requested for Dr. Karling Aguilera-Fort to attend the Education Week Leadership Symposium in Washington, DC, May 10-12, 2023. The conference will provide the Superintendent the opportunity for networking and professional growth geared toward today's critical education challenges in the areas of Teaching & Learning, Thriving Staff, Thriving Students, and Leadership.

FISCAL IMPACT:

Not to exceed \$4,500.00 for registration, travel and lodging, to be paid out of the Supplemental Concentration Grant Funds.

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees approve out-of-state conference attendance for Dr. Karling Aguilera-Fort to attend the Education Week Leadership Symposium in Washington, DC, May 10-12, 2023 as outlined above.

ADDITIONAL MATERIALS:

Attached: [Conference Information \(6 pages\)](#)



SCHOOL & DISTRICT MANAGEMENT LIVE EVENT

Education Week's Leadership Symposium 2023



Education Week's annual Leadership Symposium will be live and in-person in Washington, D.C. this spring! Join school and district leaders from across the nation for three days of empowering strategies, networking, and inspiration.

Grand Hyatt Washington, Washington, DC

May 10-12, 2023



< 1/4 >

This event helped with improving my work. It was timely, relevant, and included highly recognized leaders in education.

2022 Leadership Symposium Attendee

Save Your Seat

Join us to learn and network with school and district leaders from across the nation!

ABOUT THE EVENT

Through a variety of session formats, guests, and topics, each day will offer attendees opportunities to dig into some of the most urgent issues education leaders are facing and learn about real-world solutions. Attendees will leave with actionable takeaways that can be applied in their own schools and districts, as well as an expanded network of professional colleagues to continue learning from.

Gain insight and ideas to:

- Build greater momentum and sustainability for learning recovery
- Learn about proven tactics to help guide your strategy for the 2023-24 school year
- Discover the latest findings and best practices from EdWeek's journalists and researchers
- Find inspiration, empowerment, and community

THEMES

Teaching & Learning

Topics include Getting New Teachers Off to a Strong Start, Supporting Accelerated Learning, and Teacher PD That Works.

Thriving Staff; Thriving Students

Topics include Successful Responses to the Student Mental Health Crisis, , Building a Bench of Diverse Educators, and Fostering Inclusive Learning Environments.

Leadership

Topics include What It Takes to Be a Resilient and Successful Leader, Confronting the Challenges and Opportunities Ahead, and Getting Buy-In for Big Changes.

Save Your Seat

Join us to learn and network with school and district leaders from across the nation!

AGENDA

This year's symposium will feature two half-days (Wed. 5/10 and Friday 5/12) and one full day (Thursday 5/11) of content focused on Teaching & Learning, Thriving Staff; Thriving Students, and Leadership.

Click on the days below to see the schedule of empowering sessions, inspiring speakers, and valuable networking opportunities.

Day 1: Wednesday, May 10 Day 2: Thursday, May 11 Day 3: Friday, May 12

FULL VERSION

WEDNESDAY, MAY 10

12PM ET

Check-In and Welcome Lunch

1:10PM ET

Welcome Remarks

1:20PM ET

Leaders To Learn From Recognition Ceremony

1:50PM ET

Panel Discussion: What It Takes to Be a Resilient and Successful Leader

2:30PM ET

Industry Perspective

2:45PM ET

Coffee and Networking Break

3:00PM ET

Flash Briefing: The Big Challenges and Opportunities Ahead: Survey findings from district and school leaders

3:15PM ET

Industry Perspective

3:30PM ET

Learn & Reflect

4:30PM ET

Day 1 Closing Remarks

SPEAKERS

Who will I hear from?

Learn from senior K-12 district and school leaders and nationally recognized leadership and policy experts. Check back for an updated speaker list.

Dr. Salome Thomas-EL

Principal, Author

Dr. Kristen DiCerbo

Chief Learning Officer

Andria Amador

2023 EdWeek Leader to Learn From | Senior Director of Behavioral Health Services

Tonya Clarke

2023 EdWeek Leader to Learn From | Coordinator of K-12 Mathematics

Natalie Griffin

2023 EdWeek Leader to Learn From | Director of Special Programs

Dean McGee

2023 EdWeek Leader to Learn From | Deputy Superintendent, Educational Services and Innovative Programs

Chimere Stevens

2023 EdWeek Leader to Learn From | Senior Director of Diversity Recruitment

Cyndi Tercero-Sandoval

2023 EdWeek Leader to Learn From | Family and Community Engagement Manager

Richard Tomko

2023 EdWeek Leader to Learn From | Superintendent

Anthony Vargas

2023 EdWeek Leader to Learn From | Supervisor of Gifted and Talented Programs

Patrick Harris II

Middle School English Teacher, Dean of Students

S. Kambar Khoshaba

Principal

Susan Moore Johnson

Professor

Beth Frerking

Beth Frerking is Education Week's editor-in-chief.

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Save Your Seat

Join us to learn and network with school and district leaders from across the nation!

SPONSORS

Thank you to all our symposium sponsors



Save Your Seat

Join us to learn and network with school and district leaders from across the nation!

ATTEND

View pricing and register below. This event is exclusively for district and school leaders.*

	IN-PERSON	ONLINE**	
BASE PRICE	\$649.00	\$549.00	
EARLY BIRD PRICE <i>AVAILABLE THROUGH MARCH 3. DISCOUNT AUTOMATICALLY APPLIED TO TICKET PRICE.</i>	\$549.00	\$449.00	Register Now
EARLY BIRD GROUP ACCESS <i>REGISTER 3 OR MORE ATTENDEES FROM YOUR ORGANIZATION AND AUTOMATICALLY SAVE \$100 PER TICKET.</i>	\$449.00	\$349.00	Register Now

*Education Week reserves the right to review and revoke registrations from individuals who are not employed in this capacity.

**Online event includes access to livestream content on the main stage and online extras.

Education Week Group Online Subscribers can receive an additional \$150 off per ticket.

Enter code **EDWEEKGROUP** at checkout on the Order Summary screen to receive your discount. *Not sure if you have a group subscription? [Click here to check](#) or contact Ryan Lanier at rlanier@educationweek.org*

Questions about registration? Email events@educationweek.org

Hotel & Travel Information

The Symposium will be held at the Grand Hyatt Washington, located at 1000 H St NW in Washington, DC. Located in in the heart of downtown Washington, D.C., it's just steps from the Metro, as well as the city's monuments, historic structures, diverse neighborhoods, and green spaces.

The nearest airports are Ronald Raegan National Airport (DCA), Dulles International Airport (IAD), and Baltimore Washington International Airport (BWI).

Once you register, you'll receive a link to book your room at our special room block rate.

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OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: March 15, 2023

Agenda Section: Section C: Consent Agenda

Acceptance of Gifts (Aguilera-Fort)

From Oxnard Educators Association, a donation of two to three new hardcover books to each school library in the Oxnard School District in honor of Read Across America 2023. As teachers, OEA members believe that reading is a joyous experience that broadens the horizons and enriches the lives of all students. The teachers of the Oxnard School District were delighted to spend approximately \$1,500 for this donation of books.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees accept the donation from the Oxnard Educators Association as outlined above.

ADDITIONAL MATERIALS:

Attached: [OEA Donation Letter \(1 page\)](#)



2775 N. Ventura Road
Suite 108
Oxnard, CA 93036
(805) 981-6424
www.oxnardea.org
oxnardea@gmail.com

March 2, 2023

Dr. Karling Aguilera Fort, Superintendent
Oxnard School District
1051 South "A" Street
Oxnard, CA 93030

Dear Dr. Aguilera Fort,

During the week of March 2, 2023, the Oxnard Educators Association donated two to three new hardcover books to each school library in the Oxnard School District in honor of Read Across America 2023. Several individual classroom libraries also received a special book that was read to students on that day. As teachers, we believe that reading is a joyous experience that broadens the horizons and enriches the lives of our students. The teachers of the Oxnard School District are delighted to have spent approximately \$1,500 providing new books for our students' enjoyment. Please advise the Oxnard School District Board of Trustees of this donation.

Sincerely,

Two handwritten signatures in blue ink. The first signature is on the left and appears to be "Stacie Thurman". The second signature is on the right and is more stylized and difficult to decipher, but it is likely the signature of Jesus Cahue.

Stacie Thurman, President
Jesus Cahue, Vice President
Oxnard Educators Association

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort, Ed.D.

Date of Meeting: March 15, 2023

Agenda Section: Section C: Consent Agenda

Ratification of the Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate and the Addendum to Standard Offer, Agreement and Escrow Instructions for the Property Located at 3050 Camino Del Sol, Oxnard, CA 93030 (Aguilera-Fort/Mitchell)

On March 4, 2023, this Board of Trustees adopted Resolution #22-27 authorizing the Superintendent and the Assistant Superintendent, Business & Fiscal Services, to (i) finalize the negotiations to purchase the Property from Camino Industrial Investments, a California limited liability company, as to an undivided 53% interest, and Callens Industrial Investments, LLC, a California limited liability company, as to an undivided 47% interest, each as a tenant in common (collectively, the “Sellers”); (ii) cause the deposit and any other payments therein required to be made and to retain consultants and direct the preparation of any reports deemed necessary or appropriate; and (iii) take all actions required to acquire the Property. The Property includes a warehouse facility and other permanent improvements and personal property. The final terms for the purchase of the property are as follows:

- Purchase Price: \$4,200,000
- Deposit: \$100,000, to be paid in two installments, as follows:
 - \$40,000 Initial Deposit within 3 business days of the execution of the Agreement and Addendum
 - \$60,000 Additional Deposit within 3 business days after the District releases its contingencies under the Agreement and the Addendum
- Due Diligence Period: 30 days. The District must complete its Due Diligence and either release its contingencies and accept the Property ‘as is’ within 30 days or terminate the Agreement. If the District terminates the Agreement at this time, it will recover its Initial Deposit. If the District accepts the Property, it must make the Additional Deposit and the entire Deposit becomes non-refundable and is applied toward the Purchase Price at closing.

FISCAL IMPACT:

\$4.2 Million plus related incidental costs, to be paid out of Expanded Learning Opportunity Grant Funds

RECOMMENDATION:

It is the recommendation of the Superintendent and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees ratify the final, executed Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate, and the final addendum thereto (collectively, the “Agreement”), for the purchase of the warehouse and real property located at 3050 Camino Del Sol, Oxnard, CA 93030 (the “Property”).

ADDITIONAL MATERIALS:

Attached: [Camino Del Sol Purchase Agreement \(20 pages\)](#)



STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS
FOR PURCHASE OF REAL ESTATE

(Non-Residential)

Dated: March 2, 2023

1. Buyer.

1.1 Oxnard School District, ("Buyer") hereby offers to purchase the real property, hereinafter described, from the owner thereof ("Seller") (collectively, the "Parties" or individually, a "Party"), through an escrow ("Escrow") to close 30 or 30 days after the waiver or satisfaction of the Buyer's Contingencies, ("Expected Closing Date") to be held by Lawyer's Title Company ("Escrow Holder") whose address is 2751 Park View Ct Ste 241, Oxnard, CA 93036, Phone No. (805) 484-2701, Facsimile No. N/A upon the terms and conditions set forth in this agreement ("Agreement"). Buyer shall have the right to assign Buyer's rights hereunder, but any such assignment shall not relieve Buyer of Buyer's obligations herein unless Seller expressly releases Buyer.

1.2 The term "Date of Agreement" as used herein shall be the date when by execution and delivery (as defined in paragraph 20.2) of this document or a subsequent counteroffer thereto, Buyer and Seller have reached agreement in writing whereby Seller agrees to sell, and Buyer agrees to purchase, the Property upon terms accepted by both Parties.

2. Property.

2.1 The real property ("Property") that is the subject of this offer consists of (insert a brief physical description) an approximate 14,009 square foot industrial building is located in the County of Ventura, is commonly known as (street address, city, state, zip) 3050 Camino Del Sol, Oxnard, CA 93036 and is legally described as: to be determined in escrow (APN: to be determined in escrow).

2.2 If the legal description of the Property is not complete or is inaccurate, this Agreement shall not be invalid and the legal description shall be completed or corrected to meet the requirements of Chicago Title Company (Mike Slinger) ("Title Company"), which shall issue the title policy hereinafter described.

2.3 The Property includes, at no additional cost to Buyer, the permanent improvements thereon, including those items which pursuant to applicable law are a part of the property, as well as the following items, if any, owned by Seller and at present located on the Property: metal cage currently installed in the warehouse, electrical distribution systems (power panel, bus ducting, conduits, disconnects, lighting fixtures); telephone distribution systems (lines, jacks and connections only); space heaters; heating, ventilating, air conditioning equipment ("HVAC"); air lines; fire sprinkler systems; security and fire detection systems; carpets; window coverings; wall coverings; and (collectively, the "Improvements").

2.4 The fire sprinkler monitor: [] is owned by Seller and included in the Purchase Price, [] is leased by Seller, and Buyer will need to negotiate a new lease with the fire monitoring company, [x] ownership will be determined during Escrow, or [] there is no fire sprinkler monitor.

2.5 Except as provided in Paragraph 2.3, the Purchase Price does not include Seller's personal property, furniture and furnishings, and n/a all of which shall be removed by Seller prior to Closing.

3. Purchase Price.

3.1 The purchase price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be \$4,200,000.00, payable as follows: (Strike any not applicable)

(a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cash transaction, the Purchase Price): \$100,000.00

(b) Amount of "New Loan" as defined in paragraph 5.1, if any:

(c) Buyer shall take title to the Property subject to and/or assume the following existing deed(s) of trust ("Existing Deed(s) of Trust") securing the existing promissory note(s) ("Existing Note(s)):

(i) An Existing Note ("First Note") with an unpaid principal balance as of the Closing of approximately:

Said First Note is payable at _____ per month, including interest at the rate of _____ % per annum until paid (and/or the entire unpaid balance is due on _____).

(ii) An Existing Note ("Second Note") with an unpaid principal balance as of the Closing of approximately:

Said Second Note is payable at _____ per month, including interest at the rate of _____ % per annum until paid (and/or the entire unpaid balance is due on _____).

(d) Buyer shall give Seller a deed of trust ("Purchase Money Deed of Trust") on the property, to secure the promissory note of Buyer to Seller described in paragraph 6 ("Purchase Money Note") in the amount of:

Total Purchase Price: \$4,200,000.00

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3.2 If Buyer is taking title to the Property subject to, or assuming, an Existing Deed of Trust and such deed of trust permits the beneficiary to demand payment of fees including, but not limited to, points, processing fees, and appraisal fees as a condition to the transfer of the Property, Buyer agrees to pay such fees up to a maximum of 1.5% of the unpaid principal balance of the applicable Existing Note.

4. Deposits.

4.1 Buyer has delivered to Broker a check in the sum of _____, payable to Escrow Holder, to be delivered by Broker to Escrow Holder within 2 or _____ business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder, or within 2 or _____ business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder Buyer shall deliver to Escrow Holder a check or wire transfer in the sum of \$40,000.00. If said check or wire is not received by Escrow Holder within said time period then Seller may elect to unilaterally terminate this transaction by giving written notice of such election to Escrow Holder whereupon neither Party shall have any further liability to the other under this Agreement. Should Buyer and Seller not enter into an agreement for purchase and sale, Buyer's check or funds shall, upon request by Buyer, be promptly returned to Buyer.

4.2 Additional deposits:

(a) ~~Within 5 business days after the Date of Agreement, Buyer shall deposit with Escrow Holder the additional sum of _____ to be applied to the Purchase Price at the Closing.~~

(b) Within ~~5~~ **three (3)** business days after the contingencies discussed in paragraph 9.1 (a) through (m) are approved or waived, Buyer shall deposit with Escrow Holder the additional sum of \$60,000.00 to be applied to the Purchase Price at the Closing.

(c) If an Additional Deposit is not received by Escrow Holder within the time period provided then Seller may notify Buyer, Escrow Holder, and Brokers, in writing that, unless the Additional Deposit is received by Escrow Holder within 2 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.

4.3 Escrow Holder shall deposit the funds deposited with it by Buyer pursuant to paragraphs 4.1 and 4.2 (collectively the "Deposit"), in a State or Federally chartered bank in an interest bearing account whose term is appropriate and consistent with the timing requirements of this transaction. The interest therefrom shall accrue to the benefit of Buyer, who hereby acknowledges that there may be penalties or interest forfeitures if the applicable instrument is redeemed prior to its specified maturity. Buyer's Federal Tax Identification Number is _____. NOTE: Such interest bearing account cannot be opened until Buyer's Federal Tax Identification Number is provided.

4.4 Notwithstanding the foregoing, within 5 days after Escrow Holder receives the monies described in paragraph 4.1 above, Escrow Holder shall release \$100 of said monies to Seller as and for independent consideration for Seller's execution of this Agreement and the granting of the contingency period to Buyer as herein provided. Such independent consideration is non-refundable to Buyer but shall be credited to the Purchase Price in the event that the purchase of the Property is completed.

4.5 Upon ~~the occurrence of the Contingency Date (as defined in Paragraph 28)~~ ~~waiver of all of Buyer's contingencies~~ the Deposit shall become non-refundable but applicable to the Purchase Price except in the event of a Seller breach, or in the event that the Escrow is terminated pursuant to the provisions of Paragraph 9.1(n) (Destruction, Damage or Loss) or 9.1(o) (Material Change) or as otherwise expressly stated in this Agreement.

5. ~~Financing Contingency. (Strike if not applicable)~~

~~5.1 This offer is contingent upon Buyer obtaining from an insurance company, financial institution or other lender, a commitment to lend to Buyer a sum equal to at least _____ % of the Purchase Price, on terms acceptable to Buyer. Such loan ("New Loan") shall be secured by a first deed of trust or mortgage on the Property. If this Agreement provides for Seller to carry back junior financing, then Seller shall have the right to approve the terms of the New Loan. Seller shall have 7 days following receipt of the commitment setting forth the proposed terms of the New Loan to approve or disapprove of such proposed terms. If Seller fails to notify Escrow Holder, in writing, of the disapproval within said 7 days it shall be conclusively presumed that Seller has approved the terms of the New Loan.~~

~~5.2 If Buyer shall fail to notify its Broker, Escrow Holder and Seller, in writing within _____ days following the Date of Agreement, that the New Loan has not been obtained, it shall be conclusively presumed that Buyer has either obtained said New Loan or has waived this New Loan contingency.~~

~~5.3 If Buyer shall notify its Broker, Escrow Holder and Seller, in writing, within the time specified in paragraph 5.2 hereof, that Buyer has not obtained said New Loan, this Agreement shall be terminated, and Buyer shall be entitled to the prompt return of the Deposit, plus any interest earned thereon, less only Escrow Holder and Title Company cancellation fees and costs, which Buyer shall pay.~~

6. ~~Seller Financing. (Purchase Money Note). (Strike if not applicable)~~

~~6.1 If Seller approves Buyer's financials (see paragraph 6.5) the Purchase Money Note shall provide for interest on unpaid principal at the rate of _____ % per annum, with principal and interest paid as follows: _____. The Purchase Money Note and Purchase Money Deed of Trust shall be on the current forms commonly used by Escrow Holder, and be junior and subordinate only to the Existing Note(s) and/or the New Loan expressly called for by this Agreement.~~

~~6.2 The Purchase Money Note and/or the Purchase Money Deed of Trust shall contain provisions regarding the following (see also paragraph 10.3 (h)):~~

~~(a) Prepayment. Principal may be prepaid in whole or in part at any time without penalty, at the option of the Buyer.~~

~~(b) Late Charge. A late charge of 6% shall be payable with respect to any payment of principal, interest, or other charges, not made within 10 days after it is due.~~

~~(c) Due On Sale. In the event the Buyer sells or transfers title to the Property or any portion thereof, then the Seller may, at Seller's option, require the entire unpaid balance of said Note to be paid in full.~~

~~6.3 If the Purchase Money Deed of Trust is to be subordinate to other financing, Escrow Holder shall, at Buyer's expense prepare and record on Seller's behalf a request for notice of default and/or sale with regard to each mortgage or deed of trust to which it will be subordinate.~~

~~6.4 WARNING: CALIFORNIA LAW DOES NOT ALLOW DEFICIENCY JUDGEMENTS ON SELLER FINANCING. IF BUYER ULTIMATELY DEFAULTS ON THE LOAN, SELLER'S SOLE REMEDY IS TO FORECLOSE ON THE PROPERTY.~~

~~6.5 Seller's obligation to provide financing is contingent upon Seller's reasonable approval of Buyer's financial condition. Buyer to provide a current financial statement and copies of its Federal tax returns for the last 3 years to Seller within 10 days following the Date of Agreement. Seller has 10 days following receipt of such documentation to satisfy itself with regard to Buyer's financial condition and to notify Escrow Holder as to whether or not Buyer's financial condition is acceptable. If Seller fails to notify Escrow Holder, in writing, of the disapproval of this contingency within said time period, it shall be conclusively presumed that Seller has approved Buyer's financial condition. If Seller is not satisfied with Buyer's financial condition or if Buyer fails to deliver the required documentation then Seller may notify Escrow Holder in writing that Seller Financing will not be available, and Buyer shall have the option, within 10 days of the receipt of such notice, to either terminate this transaction or to purchase the Property without Seller financing. If Buyer fails to notify Escrow Holder within said time period of its election to~~

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~~terminate this transaction then Buyer shall be conclusively presumed to have elected to purchase the Property without Seller financing. If Buyer elects to terminate, Buyer's Deposit shall be refunded less Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation.~~

7. Real Estate Brokers.

7.1 Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this transaction with the following real estate broker(s) ("**Brokers**") and/or their agents ("Agent(s)"):

Seller's Brokerage Firm Marcus & Millichap License No. _____ is the broker of (check one): the Seller; or both the Buyer and Seller (dual agent).

Seller's Agent Gary Cohen License No. 00988655 is (check one): the Seller's Agent (salesperson or broker associate); or both the Seller's Agent and the Buyer's Agent (dual agent).

Buyer's Brokerage Firm Lee & Associates-LA North/Ventura Inc. License No. _____ is the broker of (check one): the Buyer; or both the Buyer and Seller (dual agent).

Buyer's Agent Bruce Milton License No. 01945652 is (check one): the Buyer's Agent (salesperson or broker associate); or both the Buyer's Agent and the Seller's Agent (dual agent).

The Parties acknowledge that other than the Brokers and Agents listed above, there are no other brokers or agents representing the Parties or due any fees and/or commissions under this Agreement. Buyer shall use the services of Buyer's Broker exclusively in connection with any and all negotiations and offers with respect to the Property for a period of 1 year from the date inserted for reference purposes at the top of page 1.

7.2 Buyer and Seller each represent and warrant to the other that he/she/it has had no dealings with any person, firm, broker, agent or finder in connection with the negotiation of this Agreement and/or the consummation of the purchase and sale contemplated herein, other than the Brokers and Agents named in paragraph 7.1, and no broker, agent or other person, firm or entity, other than said Brokers and Agents is/are entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of such Party. Buyer and Seller do each hereby agree to indemnify, defend, protect and hold the other harmless from and against any costs, expenses or liability for compensation, commission or charges which may be claimed by any broker, agent, finder or other similar party, other than said named Brokers and Agents by reason of any dealings or act of the indemnifying Party.

8. Escrow and Closing.

8.1 Upon acceptance hereof by Seller, this Agreement, including any counteroffers incorporated herein by the Parties, shall constitute not only the agreement of purchase and sale between Buyer and Seller, but also instructions to Escrow Holder for the consummation of the Agreement through the Escrow. Escrow Holder shall not prepare any further escrow instructions restating or amending the Agreement unless specifically so instructed by the Parties ~~or a Broker~~ herein. Subject to the reasonable approval of the Parties, Escrow Holder may, however, include its standard general escrow provisions. In the event that there is any conflict between the provisions of the Agreement and the provisions of any additional escrow instructions the provisions of the Agreement shall prevail as to the Parties and the Escrow Holder.

8.2 As soon as practical after the receipt of this Agreement and any relevant counteroffers, Escrow Holder shall ascertain the Date of Agreement as defined in paragraphs 1.2 and 20.2 and advise the Parties ~~and Brokers~~, in writing, of the date ascertained.

8.3 Escrow Holder is hereby authorized and instructed to conduct the Escrow in accordance with this Agreement, applicable law and, **to the extent not in conflict with the provisions of this Agreement**, custom and practice of the community in which Escrow Holder is located, including any reporting requirements of the Internal Revenue Code. In the event of a conflict between the law of the state where the Property is located and the law of the state where the Escrow Holder is located, the law of the state where the Property is located shall prevail.

8.4 Subject to satisfaction of the contingencies herein described, Escrow Holder shall close this escrow (the "**Closing**") by recording ~~a general warranty deed (a grant deed in California)~~ and the other documents required to be recorded, and by disbursing the funds and documents in accordance with this Agreement.

8.5 Buyer and Seller shall each pay one-half of the Escrow Holder's charges and Seller shall pay the usual recording fees and any required documentary transfer taxes. Seller shall pay the premium for a standard coverage owner's or joint protection policy of title insurance, **and Buyer shall pay any additional premium for extended coverage and any endorsements required by Buyer.** (See also paragraph 11.)

8.6 Escrow Holder shall verify that all of Buyer's contingencies have been satisfied or waived prior to Closing. The matters contained in paragraphs 9.1 subparagraphs (b), (c), (d), (e), (g), (i), (n), and (o), 9.4, 12, 13, 14, 16, 18, 20, 21, 22, and 24 are, however, matters of agreement between the Parties only and are not instructions to Escrow Holder.

8.7 If this transaction is terminated for non-satisfaction and non-waiver of a Buyer's Contingency, as defined in paragraph 9.2 or disapproval of any other matter subject to Buyer's approval, then neither of the Parties shall thereafter have any liability to the other under this Agreement, except to the extent of a breach of any affirmative covenant or warranty in this Agreement, **and any indemnity obligation which this Agreement provides will survive such termination.** In the event of such termination, Buyer shall, subject to the provisions of paragraph 8.10, be promptly refunded all funds deposited by Buyer with Escrow Holder, less only the \$100 provided for in paragraph 4.4 and the Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation. If this transaction is terminated as a result of Seller's breach of this Agreement then Seller shall pay the Title Company and Escrow Holder cancellation fees and costs.

8.8 The Closing shall occur on the Expected Closing Date, or as soon thereafter as the Escrow is in condition for Closing; provided, however, that if the Closing does not occur by the Expected Closing Date and said Date is not extended by mutual instructions of the Parties, a Party not then in default under this Agreement may notify the other Party **and**, Escrow Holder, ~~and Brokers~~, in writing that, unless the Closing occurs within 5 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.

8.9 Except as otherwise provided herein, the termination of Escrow shall not relieve or release either Party from any obligation to pay Escrow Holder's fees and costs or constitute a waiver, release or discharge of any breach or default that has occurred in the performance of the obligations, agreements, covenants or warranties contained therein.

8.10 If this Escrow is terminated for any reason other than Seller's breach or default, then as a condition to the return of Buyer's deposit, Buyer shall within 5 days after written request deliver to Seller, at no charge, copies of all surveys, engineering studies, soil reports, maps, master plans, feasibility studies and other similar items prepared by or for Buyer that pertain to the Property.

9. Contingencies to Closing.

9.1 **IF, BEFORE EXPIRATION OF THE APPLICABLE TIME, BUYER FAILS TO PROVIDE ESCROW HOLDER WRITTEN NOTICE OF BUYER'S DISAPPROVAL OF ANY OF**

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BUYER'S CONTINGENCIES OR ANY OTHER MATTER THAT IS SUBJECT TO BUYER'S APPROVAL IN THIS AGREEMENT, THEN BUYER SHALL BE CONCLUSIVELY DEEMED TO HAVE SATISFIED SUCH BUYER'S CONTINGENCIES AND/OR APPROVED OF SUCH OTHER MATTERS. If a number of days is completed in any of the optional spaces in subparagraphs 9.1 (a) through (m), then such number shall apply and override the pre-printed number, even if the pre-printed number is not stricken. The Closing of this transaction is contingent upon the satisfaction or waiver of the following contingencies:

(a) *Disclosure.* Seller shall make to Buyer, through Escrow, all of the applicable disclosures required by law (See AIR CRE ("AIR") standard form entitled "Seller's **Mandatory Disclosure Statement**") and provide Buyer with a completed Property Information Sheet ("**Property Information Sheet**") concerning the Property, duly executed by or on behalf of Seller in the current form or equivalent to that published by the AIR within ~~10 or~~ 30 days following the Date of Agreement. Buyer has 10 days from the receipt of said disclosures to approve or disapprove the matters disclosed.

(b) *Physical Inspection.* Buyer has ~~10 or~~ 30 days following ~~the receipt of the Property Information Sheet or the~~ Date of Agreement, ~~whichever is later,~~ to satisfy itself with regard to the physical aspects and size of the Property.

(c) *Hazardous Substance Conditions Report.* Buyer has ~~30 or~~ 30 days following ~~the receipt of the Property Information Sheet or~~ the Date of Agreement, ~~whichever is later,~~ to satisfy itself with regard to the environmental aspects of the Property. Seller recommends that Buyer obtain a Hazardous Substance Conditions Report concerning the Property and relevant adjoining properties. Any such report shall be paid for by Buyer. A "**Hazardous Substance**" for purposes of this Agreement is defined as any substance whose nature and/or quantity of existence, use, manufacture, disposal or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare. A "**Hazardous Substance Condition**" for purposes of this Agreement is defined as the existence on, under or relevantly adjacent to the Property of a Hazardous Substance that would require remediation and/or removal under applicable Federal, state or local law.

(d) *Soil Inspection.* Buyer has ~~30 or~~ 30 days following ~~the receipt of the Property Information Sheet or~~ the Date of Agreement, ~~whichever is later,~~ to satisfy itself with regard to the condition of the soils on the Property. Seller recommends that Buyer obtain a soil test report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any soils report that Seller may have within 10 days following the Date of Agreement.

(e) *Governmental Approvals.* Buyer has ~~30 or~~ 30 days following the Date of Agreement to satisfy itself with regard to approvals and permits from governmental agencies or departments which have or may have jurisdiction over the Property and which Buyer deems necessary or desirable in connection with its intended use of the Property, including, but not limited to, permits and approvals required with respect to zoning, planning, building and safety, fire, police, handicapped and Americans with Disabilities Act requirements, transportation and environmental matters.

(f) *Conditions of Title.* Escrow Holder shall cause a current commitment for title insurance ("**Title Commitment**") concerning the Property issued by the Title Company, as well as legible copies of all documents referred to in the Title Commitment ("**Underlying Documents**"), and a scaled and dimensioned plot showing the location of any easements to be delivered to Buyer within ~~10 or~~ 30 days following the Date of Agreement. Buyer has 30 days following the Date of Agreement ~~10 days from the receipt of the Title Commitment, the Underlying Documents and the plot plan~~ to satisfy itself with regard to the condition of title. ~~The disapproval by Buyer of any monetary encumbrance, which by the terms of this Agreement is not to remain against the Property after the Closing, shall not be considered a failure of this contingency, as Seller shall have the obligation, at Seller's expense, to satisfy and remove such disapproved monetary encumbrance at or before the Closing. Any monetary encumbrance shall be removed by Seller as of the Closing without any obligation of Buyer to object or disapprove of said monetary encumbrance. Buyer shall have a five (5) day period to review and approve any title exception that is added after the Contingency Date. If Buyer does not disapprove any such new title exception within the five (5) day review period, Buyer shall be deemed to have approved the exception.~~

(g) *Survey.* Buyer has ~~30 or~~ 30 days following the ~~Date of Agreement receipt of the Title Commitment and Underlying Documents~~ to satisfy itself with regard to any ALTA title supplement based upon a survey prepared to American Land Title Association ("**ALTA**") standards for an owner's policy by a licensed surveyor, showing the legal description and boundary lines of the Property, any easements of record, and any improvements, poles, structures and things located within 10 feet of either side of the Property boundary lines. Any such survey shall be prepared at Buyer's direction and expense. If Buyer has obtained a survey and approved the ALTA title supplement, Buyer may elect within the period allowed for Buyer's approval of a survey to have an ALTA extended coverage owner's form of title policy, in which event Buyer shall pay any additional premium attributable thereto.

(h) *Existing Leases and Tenancy Statements.* Seller shall within ~~10 or~~ 30 days following the Date of Agreement provide both Buyer and Escrow Holder with legible copies of all leases, subleases or rental arrangements (collectively, "**Existing Leases**") affecting the Property, and with a tenancy statement ("**Estoppel Certificate**") in the latest form or equivalent to that published by the AIR, executed by Seller and/or each tenant and subtenant of the Property. ~~Seller is currently in an unlawful detainer proceeding against the tenant and shall use commercially reasonable efforts to terminate the tenant's occupancy rights. If the tenant has not vacated the Property by Closing, Closing shall not be delayed, since it is not a condition to the Closing that the tenant vacate the Property, and Buyer shall take over the unlawful detainer proceeding from Seller. Seller shall use its best efforts to have each tenant complete and execute an Estoppel Certificate, which shall be dated no sooner than 30 days prior to Closing. If any tenant fails or refuses to provide an Estoppel Certificate then Seller shall complete and execute an Estoppel Certificate for that tenancy, and shall warrant that such Estoppel Certificate is correct. In the event that Seller cannot obtain said Estoppel Certificate from Tenant, Buyer shall accept an Estoppel Certificate from Seller.~~ Buyer has ~~30~~ 10 days from the ~~Date of Agreement receipt of said Existing Leases and Estoppel Certificates~~ to satisfy itself with regard to the Existing Leases and any other tenancy issues, ~~except that Buyer shall have until five (5) business days after its receipt of the Estoppel Certificate to disapprove the applicable certificate (and only because) it (i) identifies a reduction in the aggregate rental income relative or security deposits to that shown in the Existing Lease for such tenant, (ii) discloses an adverse term that was not disclosed in the Existing Lease for such tenant, this Agreement or in Seller's disclosures to Buyer made prior to the Contingency Date, (iii) alleges an uncurbed default of Seller, as landlord, under the Existing Lease for such tenant that is not disclosed in this Agreement or in Seller's disclosures to Buyer made prior to the Contingency Date, or, (iv) alleges that there exist any options, rights of first offer, or rights of first refusal to purchase all or any portion of the Property. Buyer may not disapprove of the Estoppel Certificate due to the unlawful detainer. Seller shall not enter into any new lease following the Date of Agreement.~~

(i) *Owner's Association.* Seller shall within ~~10 or~~ 30 days following the Date of Agreement provide Buyer with a statement and transfer package from any owner's association servicing the Property. Such transfer package shall at a minimum include: copies of the association's bylaws, articles of incorporation, current budget and financial statement. Buyer has 10 days from the receipt of such documents to satisfy itself with regard to the association.

(j) *Other Agreements.* Seller shall within ~~10 or~~ 30 days following the Date of Agreement provide Buyer with legible copies of all other agreements ("**Other Agreements**") known to Seller that will affect the Property after Closing. Buyer has 30 days following the Date of Agreement ~~10 days~~



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~~from the receipt of said Other Agreements to satisfy itself with regard to such Agreements.~~

~~(k) Financing. If paragraph 5 hereof dealing with a financing contingency has not been stricken, the satisfaction or waiver of such New Loan contingency.~~

~~(l) Existing Notes. If paragraph 3.1(c) has not been stricken, Seller shall within 10 or _____ days following the Date of Agreement provide Buyer with legible copies of the Existing Notes, Existing Deeds of Trust and related agreements (collectively, "Loan Documents") to which the Property will remain subject after the Closing. Escrow Holder shall promptly request from the holders of the Existing Notes a beneficiary statement ("Beneficiary Statement") confirming: (1) the amount of the unpaid principal balance, the current interest rate, and the date to which interest is paid, and (2) the nature and amount of any impounds held by the beneficiary in connection with such loan. Buyer has 10 or _____ days following the receipt of the Loan Documents and Beneficiary Statements to satisfy itself with regard to such financing. Buyer's obligation to close is conditioned upon Buyer being able to purchase the Property without acceleration or change in the terms of any Existing Notes or charges to Buyer except as otherwise provided in this Agreement or approved by Buyer, provided, however, Buyer shall pay the transfer fee referred to in paragraph 3.2 hereof. Likewise if Seller is to carry back a Purchase Money Note then Seller shall within 10 or _____ days following the Date of Agreement provide Buyer with a copy of the proposed Purchase Money Note and Purchase Money Deed of Trust. Buyer has 10 or _____ days following the receipt of such documents to satisfy itself with regard to the form and content thereof.~~

(m) Personal Property. In the event that any personal property is included in the Purchase Price, Buyer has ~~10 or~~ 30 days following the Date of Agreement to satisfy itself with regard to the title condition of such personal property. Seller recommends that Buyer obtain a UCC-1 report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any liens or encumbrances affecting such personal property that it is aware of within 10 or _____ days following the Date of Agreement.

(n) Destruction, Damage or Loss. Subsequent to the Date of Agreement and prior to Closing there shall not have occurred a destruction of, or damage or loss to, the Property or any portion thereof, from any cause whatsoever, which would cost more than \$10,000.00 to repair or cure. If the cost of repair or cure is \$10,000.00 or less, Seller shall repair or cure the loss prior to the Closing. Buyer shall have the option, within 10 days after receipt of written notice of a loss costing more than \$10,000.00 to repair or cure, to either terminate this Agreement or to purchase the Property notwithstanding such loss, but without deduction or offset against the Purchase Price. If the cost to repair or cure is more than \$10,000.00, and Buyer does not elect to terminate this Agreement, Buyer shall be entitled to any insurance proceeds applicable to such loss. Unless otherwise notified in writing, Escrow Holder shall assume no such destruction, damage or loss has occurred prior to Closing.

(o) Material Change. Buyer shall have 10 days following receipt of written notice of a Material Change within which to satisfy itself with regard to such change. "Material Change" shall mean a substantial adverse change in the use, occupancy, tenants, title, or condition of the Property that occurs after the date of this offer and prior to the Closing. Unless otherwise notified in writing, Escrow Holder shall assume that no Material Change has occurred prior to the Closing.

(p) Seller Performance. The delivery of all documents and the due performance by Seller of each and every undertaking and agreement to be performed by Seller under this Agreement.

~~(q) Brokerage Fee. Payment at the Closing of such brokerage fee as is specified in this Agreement or later written instructions to Escrow Holder executed by Seller and Brokers ("Brokerage Fee"). It is agreed by the Parties and Escrow Holder that Brokers are a third party beneficiary of this Agreement insofar as the Brokerage Fee is concerned, and that no change shall be made with respect to the payment of the Brokerage Fee specified in this Agreement, without the written consent of Brokers.~~

9.2 The contingencies specified in subparagraphs 9.1(a) through (m) are for the benefit of, and may be waived by, Buyer, and are referred to collectively as "Buyer's Contingencies" and individually as a "Buyer's Contingency."

9.3 Buyer's timely and written disapproval or conditional approval of a Buyer's Contingency or any other matter that is subject to Buyer's approval in this Agreement shall constitute disapproval thereof ("Disapproved Item(s)"). Concurrent with notice of a Disapproved Item, Buyer may make a request to Seller regarding such Disapproved Item ("Buyer's Request"). If Buyer fails to make a timely and written Buyer's Request, then this Agreement shall terminate due to the non-satisfaction and non-waiver of a contingency. Seller may respond to a Buyer's Request within 10 days following Seller's receipt thereof ("Seller's Response"). Seller's acceptance of a Buyer's Request shall amend this Agreement accordingly. If Seller fails to provide a timely and written Seller's Response, then Seller's Response shall be deemed to be a rejection of Buyer's Request. Buyer may, within 10 days following the earlier of Buyer's receipt of a Seller's Response (which is not an acceptance of Buyer's Request) or the date of Seller's deemed rejection of a Buyer's Request ("Buyer's Reply Period"), reply to a Seller's Response ("Buyer's Reply") and elect to (i) terminate this Agreement due to the non-satisfaction and non-waiver of the applicable contingency, (ii) accept the Seller's Response in which event this Agreement shall be amended accordingly, or (iii) withdraw Buyer's Request and waive the Disapproved Item in which event Buyer shall accept the Property subject to the Disapproved Item. If Buyer fails to provide a timely and written Buyer's Reply, then Buyer shall be deemed to have elected to terminate this Agreement as of the end of the Buyer's Reply Period. The date Buyer accepts a Seller's Response or withdraws a Buyer's Request and waives a Disapproved Item shall be the date of Buyer's approval of the Disapproved Item. A Party shall provide to Escrow Holder copy of all notices of a Disapproved Item, Buyer's Request, Seller's Response and Buyer's Reply and Escrow Holder shall promptly provide copies thereof to the other Party. Unless the Parties in writing agree otherwise, if the Expected Closing Date is a specific calendar date and a Buyer's Reply Period expires after such specific calendar date, then notwithstanding paragraph 1.1, the Expected Closing Date shall be extended to be 3 business days after the earlier of the date Buyer withdraws a Buyer's Request and waives the applicable Disapproved Item or Buyer accepts the applicable Seller's Response. **Notwithstanding the above, Closing shall not be extended more than one (1) month because of a Disapproved Item.**

9.4 The Parties acknowledge that extensive local, state and Federal legislation establish broad liability upon owners and/or users of real property for the investigation and remediation of Hazardous Substances. The determination of the existence of a Hazardous Substance Condition and the evaluation of the impact of such a condition are highly technical and beyond the expertise of Brokers. The Parties acknowledge that they have been advised by Brokers to consult their own technical and legal experts with respect to the possible presence of Hazardous Substances on the Property or adjoining properties, and Buyer and Seller are not relying upon any investigation by or statement of Brokers with respect thereto. ~~The Parties hereby assume all responsibility for the impact of such Hazardous Substances upon their respective interests herein.~~

10. Documents and Other Items Required at or Before Closing.

10.1 Five days prior to the Closing date Escrow Holder shall obtain an updated Title Commitment concerning the Property from the Title Company and provide copies thereof to each of the Parties.

10.2 Seller shall deliver to Escrow Holder in time for delivery to Buyer at the Closing:

(a) Grant or general warranty deed, duly executed and in recordable form, conveying fee title to the Property to Buyer.

(b) If applicable, the Beneficiary Statements concerning Existing Note(s).

(c) If applicable, the Existing Leases and Other Agreements together with duly executed assignments thereof by Seller and Buyer. The assignment of Existing Leases shall be on the most recent Assignment and Assumption of Lessor's Interest in Lease form published by the AIR or its equivalent.

(d) An affidavit executed by Seller to the effect that Seller is not a "foreign person" within the meaning of Internal Revenue Code Section 1445 or

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successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Internal Revenue Service such sum as is required by applicable Federal law with respect to purchases from foreign sellers.

(e) If the Property is located in California, an affidavit executed by Seller to the effect that Seller is not a "nonresident" within the meaning of California Revenue and Tax Code Section 18662 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Franchise Tax Board such sum as is required by such statute.

(f) If applicable, a bill of sale, duly executed, conveying title to any included personal property to Buyer.

(g) If the Seller is a corporation **or a limited liability company**, a duly executed corporate resolution authorizing the execution of this Agreement and the sale of the Property, **to the extent required by Escrow Holder or the Title Company.**

(h) an Owner's Affidavit in a form approved by the Title Company.

10.3 Buyer shall deliver to Seller through Escrow:

(a) The cash portion of the Purchase Price and such additional sums as are required of Buyer under this Agreement shall be deposited by Buyer with Escrow Holder, by federal funds wire transfer, or any other method acceptable to Escrow Holder in immediately collectable funds, no later than 2:00 P.M. on the business day prior to the Expected Closing Date provided, however, that Buyer shall not be required to deposit such monies into Escrow if at the time set for the deposit of such monies Seller is in default or has indicated that it will not perform any of its obligations hereunder. Instead, in such circumstances in order to reserve its rights to proceed Buyer need only provide Escrow with evidence establishing that the required monies were available.

(b) If a Purchase Money Note and Purchase Money Deed of Trust are called for by this Agreement, the duly executed originals of those documents, the Purchase Money Deed of Trust being in recordable form, together with evidence of fire insurance on the improvements in the amount of the full replacement cost naming Seller as a mortgage loss payee, and a real estate tax service contract (at Buyer's expense), assuring Seller of notice of the status of payment of real property taxes during the life of the Purchase Money Note.

(c) The Assignment and Assumption of Lessor's Interest in Lease form specified in paragraph 10.2(c) above, duly executed by Buyer.

(d) Assumptions duly executed by Buyer of the obligations of Seller that accrue after Closing under any Other Agreements.

(e) If applicable, a written assumption duly executed by Buyer of the loan documents with respect to Existing Notes.

(f) If the Buyer is a corporation **or a limited liability company**, a duly executed corporate resolution authorizing the execution of this Agreement and the purchase of the Property **to the extent required by Escrow Holder or the Title Company.**

10.4 At Closing, Escrow Holder shall cause to be issued to Buyer a standard coverage (or ALTA extended, if elected pursuant to 9.1(g)) owner's form policy of title insurance effective as of the Closing, issued by the Title Company in the full amount of the Purchase Price, insuring title to the Property vested in Buyer, subject only to the exceptions approved by Buyer. In the event there is a Purchase Money Deed of Trust in this transaction, the policy of title insurance shall be a joint protection policy insuring both Buyer and Seller.

IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.

11. Prorations and Adjustments.

11.1 *Taxes.* Applicable real property taxes and special assessment bonds shall be prorated through Escrow as of the date of the Closing, based upon the latest tax bill available. The Parties agree to prorate as of the Closing any taxes assessed against the Property by supplemental bill levied by reason of events occurring prior to the Closing. Payment of the prorated amount shall be made promptly in cash upon receipt of a copy of any supplemental bill.

11.2 *Insurance.* **WARNING:** Any insurance which Seller may have maintained will terminate on the Closing. Buyer is advised to obtain appropriate insurance to cover the Property.

11.3 *Rentals, Interest and Expenses.* Scheduled rentals, interest on Existing Notes, utilities, and operating expenses shall be prorated as of the date of Closing. The Parties agree to promptly adjust between themselves outside of Escrow any rents received after the Closing.

11.4 *Security Deposit.* Security Deposits held by Seller shall be given to Buyer as a credit to the cash required of Buyer at the Closing.

11.5 *Post Closing Matters.* Any item to be prorated that is not determined or determinable at the Closing shall be promptly adjusted by the Parties by appropriate cash payment outside of the Escrow when the amount due is determined.

11.6 *Variations in Existing Note Balances.* In the event that Buyer is purchasing the Property subject to an Existing Deed of Trust(s), and in the event that a Beneficiary Statement as to the applicable Existing Note(s) discloses that the unpaid principal balance of such Existing Note(s) at the closing will be more or less than the amount set forth in paragraph 3.1(c) hereof ("**Existing Note Variation**"), then the Purchase Money Note(s) shall be reduced or increased by an amount equal to such Existing Note Variation. If there is to be no Purchase Money Note, the cash required at the Closing per paragraph 3.1(a) shall be reduced or increased by the amount of such Existing Note Variation.

11.7 *Variations in New Loan Balance.* In the event Buyer is obtaining a New Loan and the amount ultimately obtained exceeds the amount set forth in paragraph 5.1, then the amount of the Purchase Money Note, if any, shall be reduced by the amount of such excess.

11.8 *Owner's Association Fees.* Escrow Holder shall: (i) bring Seller's account with the association current and pay any delinquencies or transfer fees from Seller's proceeds, and (ii) pay any up front fees required by the association from Buyer's funds.

12. Representations and Warranties of Seller and Disclaimers.

12.1 Seller's warranties and representations shall survive the Closing and delivery of the deed for a period of **13 (one) years**, and any lawsuit or action based upon them must be commenced within such time period. Seller's warranties and representations are true, material and relied upon by Buyer and Brokers in all respects. Seller hereby makes the following warranties and representations to Buyer **as of the Date of Agreement and as of the Closing and Brokers:**

(a) *Authority of Seller.* Seller is the owner of the Property and/or has the full right, power and authority to sell, convey and transfer the Property to Buyer as provided herein, and to perform Seller's obligations hereunder.

(b) *Maintenance During Escrow and Equipment Condition At Closing.* Except as otherwise provided in paragraph 9.1(n) hereof, Seller shall maintain the Property until the Closing in its present condition, ordinary wear and tear excepted.

(c) *Hazardous Substances/Storage Tanks.* Seller has no knowledge, except as otherwise disclosed to Buyer in writing, of the existence or prior existence on the Property of any Hazardous Substance, nor of the existence or prior existence of any above or below ground storage tank.

(d) *Compliance.* Except as otherwise disclosed in writing, Seller has no knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was

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required, or of any unfulfilled order or directive of any applicable governmental agency or casualty insurance company requiring any investigation, remediation, repair, maintenance or improvement be performed on the Property.

(e) *Changes in Agreements.* Prior to the Closing, Seller will not violate or modify any Existing Lease or Other Agreement, or create any new leases or other agreements affecting the Property, without Buyer's written approval, which approval will not be unreasonably withheld.

(f) *Possessory Rights.* Seller has no knowledge that anyone will, at the Closing, have any right to possession of the Property, except as disclosed by this Agreement or otherwise in writing to Buyer.

(g) *Mechanics' Liens.* There are no unsatisfied mechanics' or materialmen's lien rights concerning the Property.

(h) *Actions, Suits or Proceedings.* Seller has no knowledge of any actions, suits or proceedings pending or threatened before any commission, board, bureau, agency, arbitrator, court or tribunal that would affect the Property or the right to occupy or utilize same.

(i) *Notice of Changes.* Seller will promptly notify Buyer ~~and Brokers~~ in writing of any Material Change (see paragraph 9.1(o)) affecting the Property that becomes known to Seller prior to the Closing.

(j) *No Tenant Bankruptcy Proceedings.* Seller has no notice or knowledge that any tenant of the Property is the subject of a bankruptcy or insolvency proceeding.

(k) *No Seller Bankruptcy Proceedings.* Seller is not the subject of a bankruptcy, insolvency or probate proceeding.

(l) *Personal Property.* Seller has no knowledge that anyone will, at the Closing, have any right to possession of any personal property included in the Purchase Price nor knowledge of any liens or encumbrances affecting such personal property, except as disclosed by this Agreement or otherwise in writing to Buyer.

12.2 Buyer hereby acknowledges that, except as otherwise stated in this Agreement, Buyer is purchasing the Property in its existing condition and will, by the time called for herein, make or have waived all inspections of the Property Buyer believes are necessary to protect its own interest in, and its contemplated use of, the Property. The Parties acknowledge that, except as otherwise stated in this Agreement, no representations, inducements, promises, agreements, assurances, oral or written, concerning the Property, or any aspect of the occupational safety and health laws, Hazardous Substance laws, or any other act, ordinance or law, have been made by either Party ~~or Brokers~~, or relied upon by either Party hereto.

12.3 In the event that Buyer learns that a Seller representation or warranty might be untrue prior to the Closing, and Buyer elects to purchase the Property anyway then, and in that event, Buyer waives any right that it may have to bring an action or proceeding against Seller ~~or Brokers~~ regarding said representation or warranty.

12.4 Any environmental reports, soils reports, surveys, and other similar documents which were prepared by third party consultants and provided to Buyer by Seller or Seller's representatives, have been delivered as an accommodation to Buyer and without any representation or warranty as to the sufficiency, accuracy, completeness, and/or validity of said documents, all of which Buyer relies on at its own risk. Seller believes said documents to be accurate, but Buyer is advised to retain appropriate consultants to review said documents and investigate the Property.

13. Possession.

Possession of the Property shall be given to Buyer at the Closing subject to the rights of tenants under Existing Leases.

14. Buyer's Entry.

~~Upon not less than 24 hours' notice, at~~ any time during the Escrow period, Buyer, and its agents and representatives, shall have the right at reasonable times and subject to rights of tenants, to enter upon the Property for the purpose of making inspections and tests specified in this Agreement. No destructive ~~or invasive~~ testing shall be conducted, however, without Seller's prior approval ~~in Seller's sole and absolute discretion. which shall not be unreasonably withheld.~~

Following any such entry or work, unless otherwise directed in writing by Seller, Buyer shall return the Property to the condition it was in prior to such entry or work, including the re-compaction or removal of any disrupted soil or material as Seller may reasonably direct. All such inspections and tests and any other work conducted or materials furnished with respect to the Property by or for Buyer shall be paid for by Buyer as and when due and Buyer shall indemnify, defend, protect and hold harmless Seller and the Property of and from any and all claims, liabilities, losses, expenses (including reasonable attorneys' fees), damages, including those for injury to person or property, arising out of or relating to any such work or materials or the acts or omissions of Buyer, its agents or employees in connection therewith. ~~The foregoing indemnification shall not include mere discovery of pre-existing conditions and claims to the extent caused by the negligence or misconduct or Seller or its employees, agents, affiliates, principals, or representatives, and shall survive the termination of this Agreement.~~

15. Further Documents and Assurances.

The Parties shall each, diligently and in good faith, undertake all actions and procedures reasonably required to place the Escrow in condition for Closing as and when required by this Agreement. The Parties agree to provide all further information, and to execute and deliver all further documents, reasonably required by Escrow Holder or the Title Company.

16. Attorneys' Fees.

If any Party ~~or Broker~~ brings an action or proceeding (including arbitration) involving the Property whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees and costs. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "Prevailing Party" shall include, without limitation, a Party ~~or Broker~~ who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party ~~or Broker~~ of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred.

17. Prior Agreements/Amendments.

17.1 This Agreement supersedes any and all prior agreements between Seller and Buyer regarding the Property.

17.2 Amendments to this Agreement are effective only if made in writing and executed by Buyer and Seller.

~~**18. Broker's Rights.**~~

~~18.1 If this sale is not consummated due to the default of either the Buyer or Seller, the defaulting Party shall be liable to and shall pay to Brokers the Brokerage Fee that Brokers would have received had the sale been consummated. If Buyer is the defaulting party, payment of said Brokerage Fee is in addition to any obligation with respect to liquidated or other damages.~~

~~18.2 Upon the Closing, Brokers are authorized to publicize the facts of this transaction.~~

19. Notices.

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19.1 Whenever any Party, Escrow Holder or Brokers herein shall desire to give or serve any notice, demand, request, approval, disapproval or other communication, each such communication shall be in writing and shall be delivered personally, by messenger, **overnight courier**, or by mail, postage prepaid (**return receipt requested**), to the address set forth in this agreement or by facsimile transmission, electronic signature, digital signature, or email, **provided that any notice sent by facsimile or email shall concurrently be sent by mail, overnight courier or messenger.**

19.2 Service of any such communication shall be deemed made on the date of actual receipt if personally delivered, or transmitted by facsimile transmission, electronic signature, digital signature, or email. Any such communication sent by regular mail shall be deemed given 48 hours after the same is mailed. Communications sent by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed delivered 24 hours after delivery of the same to the Postal Service or courier. If such communication is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the **date of delivery shown on the receipt card. next business day.**

19.3 Any Party ~~or Broker~~ hereto may from time to time, by notice in writing, designate a different address to which, or a different person or additional persons to whom, all communications are thereafter to be made.

20. Duration of Offer.

20.1 If this offer is not accepted by Seller on or before 5:00 P.M. according to the time standard applicable to the city of Los Angeles on the date of March 10, 2023, it shall be deemed automatically revoked.

20.2 The acceptance of this offer, or of any subsequent counteroffer hereto, that creates an agreement between the Parties as described in paragraph 1.2, shall be deemed made upon delivery to the other Party ~~or either Broker~~ herein of a duly executed writing unconditionally accepting the last outstanding offer or counteroffer.

~~21. LIQUIDATED DAMAGES. (This Liquidated Damages paragraph is applicable only if initialed by both Parties). THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX, PRIOR TO SIGNING THIS AGREEMENT, THE ACTUAL DAMAGES WHICH WOULD BE SUFFERED BY SELLER IF BUYER FAILS TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT. THEREFORE, IF, AFTER THE SATISFACTION OR WAIVER OF ALL CONTINGENCIES PROVIDED FOR THE BUYER'S BENEFIT, BUYER BREACHES THIS AGREEMENT, SELLER SHALL BE ENTITLED TO LIQUIDATED DAMAGES IN THE AMOUNT OF _____, UPON PAYMENT OF SAID SUM TO SELLER, BUYER SHALL BE RELEASED FROM ANY FURTHER LIABILITY TO SELLER, AND ANY ESCROW CANCELLATION FEES AND TITLE COMPANY CHARGES SHALL BE PAID BY SELLER.~~

Buyer's Initials

Seller's Initials

22. ARBITRATION OF DISPUTES. (This Arbitration of Disputes paragraph is applicable only if initialed by both Parties.)

22.1 ANY CONTROVERSY AS TO WHETHER SELLER IS ENTITLED TO LIQUIDATED DAMAGES AND/OR BUYER IS ENTITLED TO THE RETURN OF THE DEPOSIT SHALL BE DETERMINED BY BINDING ARBITRATION ADMINISTERED BY THE JUDICIAL ARBITRATION & MEDIATION SERVICES, INC. ("JAMS") IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES ("COMMERCIAL RULES"). ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED. SUCH CONTROVERSY SHALL BE ARBITRATED BY A SINGLE ARBITRATOR, APPOINTED UNDER THE COMMERCIAL RULES WHO HAS HAD AT LEAST 5 YEARS OF EXPERIENCE IN THE TYPE OF REAL ESTATE THAT IS THE SUBJECT OF THIS AGREEMENT. THE ARBITRATOR SHALL HEAR AND DETERMINE SAID CONTROVERSY IN ACCORDANCE WITH APPLICABLE LAW OF THE JURISDICTION WHERE THE PROPERTY IS LOCATED, THE INTENTION OF THE PARTIES AS EXPRESSED IN THIS AGREEMENT AND ANY AMENDMENTS THERETO, AND UPON THE EVIDENCE PRODUCED AT AN ARBITRATION HEARING. PRE-ARBITRATION DISCOVERY SHALL BE PERMITTED IN ACCORDANCE WITH THE COMMERCIAL RULES OR STATE LAW APPLICABLE TO ARBITRATION PROCEEDINGS. THE ARBITRATOR SHALL RENDER AN AWARD WITHIN 30 DAYS AFTER THE CONCLUSION OF THE HEARING, WHICH MAY INCLUDE ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY PER PARAGRAPH 16 HEREOF AND SHALL BE ACCOMPANIED BY A REASONED OPINION. THE FAILURE OR REFUSAL OF A PARTY TO PAY SUCH PARTY'S REQUIRED SHARE OF THE DEPOSITS FOR ARBITRATOR COMPENSATION OR ADMINISTRATIVE CHARGES SHALL CONSTITUTE A WAIVER BY SUCH PARTY TO PRESENT EVIDENCE OR CROSS-EXAMINE WITNESSES, BUT SUCH WAIVER SHALL NOT ALLOW FOR A DEFAULT JUDGMENT AGAINST THE NON-PAYING PARTY IN THE ABSENCE OF EVIDENCE AND LEGAL ARGUMENT AS THE ARBITRATOR MAY REQUIRE FOR MAKING AN AWARD. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT OF COMPETENT JURISDICTION NOTWITHSTANDING THE FAILURE OF A PARTY DULY NOTIFIED OF THE ARBITRATION HEARING TO APPEAR THEREAT.

22.2 BUYER'S RESORT TO OR PARTICIPATION IN SUCH ARBITRATION PROCEEDINGS SHALL NOT BAR SUIT IN A COURT OF COMPETENT JURISDICTION BY THE BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE UNLESS AND UNTIL THE ARBITRATION RESULTS IN AN AWARD TO THE SELLER OF LIQUIDATED DAMAGES, IN WHICH EVENT SUCH AWARD SHALL ACT AS A BAR AGAINST ANY ACTION BY BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE.

22.3 NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

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Buyer's Initials

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Seller's Initials

23. Miscellaneous.

23.1 **Binding Effect.** This Agreement shall be binding on the Parties without regard to whether or not paragraphs 21 and 22 are initialed by both of the Parties. Paragraphs 21 and 22 are each incorporated into this Agreement only if initialed by both Parties at the time that the Agreement is executed. Signatures to this Agreement accomplished by means of electronic signature or similar technology shall be legal and binding.

23.2 **Applicable Law.** This Agreement shall be governed by, and paragraph 22.3 is amended to refer to, the laws of the state in which the Property is located.

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Any litigation or arbitration between the Parties hereto concerning this Agreement shall be initiated in the county in which the Property is located.

23.3 **Time of Essence.** Time is of the essence of this Agreement.

23.4 **Counterparts.** This Agreement may be executed by Buyer and Seller in counterparts (by original, facsimile or electronic PDF signatures), each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Escrow Holder, after verifying that the counterparts are identical except for the signatures, is authorized and instructed to combine the signed signature pages on one of the counterparts, which shall then constitute the Agreement.

23.5 **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

23.6 **Conflict.** Any conflict between the printed provisions of this Agreement and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions. Seller and Buyer must initial any and all handwritten provisions.

23.7 **1031 Exchange.** Both Seller and Buyer agree to cooperate with each other in the event that either or both wish to participate in a 1031 exchange. Any party initiating an exchange shall bear all costs of such exchange. The cooperating Party shall not have any liability (special or otherwise) for damages to the exchanging Party in the event that the sale is delayed and/or that the sale otherwise fails to qualify as a 1031 exchange.

23.8 **Days.** Unless otherwise specifically indicated to the contrary, the word "days" as used in this Agreement shall mean and refer to calendar days.

24. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

24.1 The Parties and Brokers agree that their relationship(s) shall be governed by the principles set forth in the applicable sections of the California Civil Code, as summarized in paragraph 24.2.

24.2 When entering into a discussion with a real estate agent regarding a real estate transaction, a Buyer or Seller should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Buyer and Seller acknowledge being advised by the Brokers in this transaction, as follows:

(a) *Seller's Agent.* A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or subagent has the following affirmative obligations: (1) *To the Seller:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller. (2) *To the Buyer and the Seller:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(b) *Buyer's Agent.* A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations. (1) *To the Buyer:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer. (2) *To the Buyer and the Seller:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(c) *Agent Representing Both Seller and Buyer.* A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. (1) In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Seller or the Buyer. b. Other duties to the Seller and the Buyer as stated above in their respective sections (a) or (b) of this paragraph 24.2. (2) In representing both Seller and Buyer, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including Seller's willingness to accept a price less than the listing price or Buyer's willingness to pay a price greater than the price offered. (3) The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. Buyer and Seller should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Buyer has the duty to exercise reasonable care to protect Buyer, including as to those facts about the Property which are known to Buyer or within Buyer's diligent attention and observation. Both Seller and Buyer should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(d) *Further Disclosures.* Throughout this transaction Buyer and Seller may receive more than one disclosure, depending upon the number of agents assisting in the transaction. Buyer and Seller should each read its contents each time it is presented, considering the relationship between them and the real estate agent in this transaction and that disclosure. Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. This disclosure may be part of a listing agreement, buyer representation agreement or separate document. Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on or ultimately acquire the Property. Seller understands that Broker representing Seller may also represent other sellers with competing properties that may be of interest to this Buyer. Brokers have no responsibility with respect to any default or breach hereof by either Party. ~~The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this transaction may be brought against Broker more than one year after the Date of Agreement and that the liability (including court costs and attorneys' fees), of any Broker with respect to any breach of duty, error or omission relating to this Agreement shall not exceed the fee received by such Broker pursuant to this Agreement; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.~~

24.3 *Confidential Information.* Buyer and Seller agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

25. Construction of Agreement. In construing this Agreement, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Agreement. Whenever required by the context, the singular shall include the plural and vice versa. This Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

26. Additional Provisions.

Additional provisions of this offer, if any, are as follows or are attached hereto by an addendum or addenda consisting of paragraphs 28 through 47. (If there are no additional provisions write "NONE".)

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OFA-20.30, Revised 10-13-2022

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ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS AGREEMENT OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS AGREEMENT.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PROPERTY. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PROPERTY, THE INTEGRITY AND CONDITION OF ANY STRUCTURES AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PROPERTY FOR BUYER'S INTENDED USE.

WARNING: IF THE PROPERTY IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THIS AGREEMENT MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED.

NOTE:

1. THIS FORM IS NOT FOR USE IN CONNECTION WITH THE SALE OF RESIDENTIAL PROPERTY.
2. IF EITHER PARTY IS A CORPORATION, IT IS RECOMMENDED THAT THIS AGREEMENT BE SIGNED BY TWO CORPORATE OFFICERS.

The undersigned Buyer offers and agrees to buy the Property on the terms and conditions stated and acknowledges receipt of a copy hereof.

Date: March, 2023 3/8/2023 | 10:11:38 PST

BROKER

Lee & Associates-IA North/Ventura Inc.

Attn: Bruce Milton

Title: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Federal ID No.: _____

Broker DRE License #: _____

Agent DRE License #: _____

BUYER

Oxnard School District

DocuSigned by:

Valerie Mitchell

By: _____

Name Printed: Valerie Mitchell

Title: _____

Phone: _____

Fax: _____

Email: _____

By: _____

Name Printed: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

Address: _____

Federal ID No.: _____

27. Acceptance.

27.1 Seller accepts the foregoing offer to purchase the Property and hereby agrees to sell the Property to Buyer on the terms and conditions therein specified.

27.2 In consideration of real estate brokerage service rendered by Brokers, Seller agrees to pay Brokers a real estate Brokerage Fee in a sum equal to 5.00 % of the Purchase Price to be divided between the Brokers as follows: Seller's Broker 2.5 % and Buyer's Broker 2.5 %. This Agreement shall serve as an irrevocable instruction to Escrow Holder to pay such Brokerage Fee to Brokers out of the proceeds accruing to the account of Seller at the Closing. **Said Brokerage Fee shall be earned only if escrow closes.**

27.3 Seller acknowledges receipt of a copy hereof and authorizes Brokers to deliver a signed copy to Buyer.

NOTE: A PROPERTY INFORMATION SHEET IS REQUIRED TO BE DELIVERED TO BUYER BY SELLER UNDER THIS AGREEMENT.

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Date: March, 2023. 3/8/2023 | 15:11:11 PST

BROKER

Marcus & Millichap

Attn: Gary Cohen

Title: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Federal ID No.: _____

Broker DRE License #: _____

Agent's DRE License #: _____

SELLER

Camino Industrial Investments, LLC, a California limited liability company, as to an undivided 53% interest, as a tenant in common

By: Felsenthal Property Management, Inc., a California corporation, Its Manager

DocuSigned by:
By: Jerrold Felsenthal
Name Printed: Jerrold S. Felsenthal
Title: President
Phone: _____
Fax: _____
Email: _____

By:- _____
Callens Industrial Investments, LLC, a California limited liability company, as to an undivided 47% interest, as a tenant in common

By: Felsenthal Property Management, Inc., a California corporation, Its Manager

DocuSigned by:
By: Jerrold Felsenthal
Name Printed: Jerrold S. Felsenthal
Title: President
Phone: _____
Fax: _____
Email: _____
Address: _____
Federal ID No.: _____

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**ADDENDUM TO STANDARD OFFER, AGREEMENT
AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE**

That certain Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate dated for reference purposes only as of March 2, 2023 ("**Printed Form**" herein) in which CAMINO INDUSTRIAL INVESTMENTS, a California limited liability company, as to an undivided 53% interest, as a tenant in common, and CALLENS INDUSTRIAL INVESTMENTS, LLC, a California limited liability company, as to an undivided 47% interest, as a tenant in common, collectively, are the seller (together, "**Seller**" herein), and OXNARD SCHOOL DISTRICT is the Buyer ("**Buyer**" herein), is hereby amended by the terms and provisions of this Addendum ("**Addendum**" herein). The Printed Form together with this Addendum are collectively referred to herein as the "**Agreement**". In the event of any conflict between the Printed Form and this Addendum, the terms and provisions of this Addendum shall prevail.

28. Contingency Date.

(a) Notwithstanding anything to the contrary contained in the Printed Form, all of Buyer's Contingencies set forth in Paragraphs 9.1(a) through 9.1(j) and 9.1(m) of the Printed Form shall be waived or satisfied by Buyer on or before 5:00 PM, Pacific Time, on the date which is thirty (30) days after the Date of Agreement (the "**Contingency Date**"). Buyer may approve or disapprove Buyer's Contingencies in Buyer's sole and absolute discretion.

(b) Notwithstanding anything to the contrary contained herein, if the Contingency Date shall not fall on a Business Day, the Contingency Date shall be extended to the next following Business Day. If Buyer fails to give notice to Seller and Escrow Holder terminating this Agreement on or before 5:00 pm Pacific Time on the Contingency Date, it shall be conclusively deemed that Buyer has unconditionally and irrevocably waived all of Buyer's Contingencies, except those in Paragraph 9.1(h), or any other matters under this Agreement which Buyer has the right to approve or disapprove, except those in Paragraph 9.1(h). If Buyer terminates this Agreement within the time and in the manner provided in this Agreement, then the Deposit less the sum of \$100 (which is independent consideration for Seller's execution of the Agreement and granting of the contingency period to Buyer contained in the Agreement) shall be returned to Buyer.

(c) The term "**Business Day**" or "**business day**" as used in this Agreement shall mean the days on which Escrow Holder is regularly open for business to the general public.

29. Closing Date. Notwithstanding anything to the contrary in Paragraph 1.1 of the Printed Form, Escrow shall close on the date that is 30 days following the Contingency Date ("**Expected Closing Date**"), or sooner by mutual consent.

30. BUYER IS PURCHASING THE PROPERTY IN AN "AS-IS, WHERE-IS, WITH ALL FAULTS CONDITION. As a material inducement to the execution and delivery of this Agreement by Seller and the performance by Seller of its duties and obligations hereunder, Buyer does hereby acknowledge, represent, warrant and agree, to and with Seller, that, (a) Buyer is purchasing the Property in an "AS-IS" condition as of the Date of Agreement with respect to any facts, circumstances, conditions and defects; (b) Seller has no obligation to repair or correct any such facts, circumstances, conditions or defects or compensate Buyer for same; (c) by the Contingency Date, Buyer shall have undertaken all such physical inspections and examinations of the Property as Buyer deems necessary or appropriate under the circumstances, and that based

upon same, Buyer is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its agents and officers, and Buyer is and will be fully satisfied that the Purchase Price is fair and adequate consideration for the Property; (d) except as specifically set forth in the Agreement, Seller is not making and has not made any warranty or representation with respect to all or any part of the Property (including, but not limited to, any matters contained in documents made available or delivered to Buyer in connection with this Agreement) as an inducement to Buyer to enter into this escrow and thereafter to purchase the Property or for any other purpose; (e) Buyer is acquiring the Property subject to all laws, statutes, ordinances, rules, regulations and procedures of any federal, state, county, municipal or other governmental authority or agency ("**Laws**" collectively herein); (f) Buyer is acquiring the Property subject to all covenants, conditions, restrictions, reservations, rights, rights of way, easements, exceptions and other matters now of record; (g) Buyer is relying entirely upon Buyer's own, independent inspections and investigations of the Property, of all matters in connection with the Property and of all Laws; (h) except as specifically set forth in the Agreement, Buyer is not relying on any representation or warranty, oral or written, express or implied, made by Seller or Seller's, attorneys, agents, employees or contractors; (i) Seller is not required to perform nor pay for any work for the Buyer in connection with Buyer's acquisition of the Property including but not limited to corrective or recommended work in any physical inspection report, soils report, pest control or geologic report; (j) Seller has strongly advised Buyer to obtain Buyer's own physical inspection of the Property, all Laws, and all matters in connection with the Property, including but not limited to, the general structure of any improvements, plumbing, electrical, heating, ventilating and air conditioning, roof, drainage, soils, geology, drainage, income potential, value, expected rentals, vacancy rates, expenses, boundary lines, toxic wastes and hazardous materials; (k) Seller is making no representation nor warranty that the Property is suitable for Buyer's intended uses; (l) Seller is making no representation or warranty regarding the square footage of the land or the improvements thereon nor the location of boundary lines nor regarding the number of units and the Purchase Price shall not be adjusted if Buyer claims any discrepancies in any of the foregoing; (m) Seller is making no representation or warranty regarding the operating income or expenses from the Property; (n) If Seller or Seller's broker, agents, employees or contractors have furnished any reports, inspections, brochures, estimates ("**Reports**" collectively herein), or the names of inspectors, contractors, engineers or any other person ("**Inspectors**" collectively herein), Seller did so to expedite Buyer's review of the Property; however, Buyer shall not rely on such Reports, shall not hold Seller responsible if such Reports are inaccurate, shall not hold Seller responsible for any action, report or recommendation of any Inspectors or set forth in any Report and shall obtain Buyer's own, independent reports by inspectors of Buyer's own choice, at Buyer's expense; and, (o) Buyer's acknowledgment, representations and warranties contained in this Paragraph are material inducements in Seller's decision to sell the Property to Buyer and that Seller would not have sold the Property to Buyer if Buyer had not made these acknowledgments, representations and warranties. Seller shall have no liability and shall bear no expense whatsoever with respect to any energy conservation, disability/handicap, building code upgrades, or any other legal requirement with respect to the Property. Seller's representations and warranties in Paragraph 12.1 of the Printed Form, or elsewhere shall survive only for a period of one (1) year from and after the Closing.

31. Condition of Property. Notwithstanding anything to the contrary contained in this Agreement, except as provided in Paragraph 9.1(n) of the Printed Form and in Paragraph 12.1(b) of the Printed Form, Seller shall not be responsible in any way either before or after the Closing for the repair, replacement or otherwise of any item of real or personal property.

32. Property. Buyer acknowledges that (a) prior to the Contingency Date, Buyer will have had sufficient time to measure the improvements and the land; and, (b) Seller makes no representation or warranty regarding the amount of square footage in the improvements or in the land comprising the Property. Any square footage of the buildings or land expressed in the Agreement are approximate numbers only and Seller makes no representations or warranties regarding any square footage numbers, and there shall be no adjustment to the Purchase Price or any other terms based on the actual square footage. There is no personal property included in this sale.

33. Hazardous Substances. The determination of the existence of a Hazardous Substance Condition (as defined below) and the evaluation of the impact of such a condition are highly technical and beyond the expertise of Seller. Buyer acknowledges that Buyer has been advised by Seller to consult Buyer's own technical and legal experts with respect to the possible Hazardous Substance Condition aspects of this Property or adjoining property and Buyer hereby warrants that Buyer is not relying upon any investigation by or statement of Seller or Brokers with respect thereto. Buyer hereby assumes all responsibility for the impact of Hazardous Substance Conditions upon the Property. A "**Hazardous Substance**" for purposes of the Agreement, is defined as any substance whose nature and/or quantity of existence, use, manufacture or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare. A "**Hazardous Substance Condition**" for purposes of this Agreement is defined as the existence on, under or relevantly adjacent to the Property of a Hazardous Substance that would require remediation and/or removal and/or disclosure under applicable Federal, state or local law. Seller shall not be required to perform any environmental remediation. Prior to the Closing, Buyer shall provide Seller with copies of any and all environmental reports prepared by or for Buyer.

34. NHDS. At Seller's sole cost and expense, Escrow Holder shall obtain and deliver to Buyer a Natural Hazards Disclosure Statement.

35. Assignment.

(a) Notwithstanding anything to the contrary in Paragraph 1.1 of the Printed Form, Buyer shall not have the right, power or authority to assign its right to purchase the Property nor to delegate its duties under this Agreement, except as provided in Paragraph 35(b) of this Addendum. Buyer shall not have the right to designate a nominee to take title to the Property. If Buyer desires to assign this Agreement, then such assignment shall not be effective unless and until Buyer delivers to Seller financial information which substantiates the proposed assignee's capability to purchase the Property and the same financial information that Buyer submitted to Seller. If Buyer fails to deliver such information to Seller or if Buyer delivers such information to Seller but Seller disapproves such information, which disapproval may be given in Seller's sole and absolute discretion, then Seller shall have the right to either disapprove such assignment (in which event the original Buyer shall remain liable for all of Buyer's obligations under this Agreement) or Seller shall have the right to terminate this Agreement by giving written notice thereof to Buyer within five (5) Business Days after Seller receives the financial information from Buyer regarding the proposed assignee. No assignment shall relieve the Buyer originally named herein from liability under this Agreement. Any assignee shall be jointly and severally liable with Buyer for all obligations under this Agreement.

(b) Notwithstanding anything to the contrary contained in Paragraph 35(a) of

this Addendum, without any consent from Seller, no later than five (5) days prior to the Expected Closing Date, Buyer shall be allowed to assign the Agreement to a limited liability company or corporation in which Buyer has one hundred percent (100%) of the voting control; provided, however, Buyer delivers reasonable written evidence to Seller that Buyer has such control; and, provided, further, such assignment shall not relieve the Buyer originally named herein from liability under this Agreement. Said limited liability company or corporation shall be jointly and severally liable with Buyer for all obligations under this Agreement.

36. Release. Effective as of the Closing, Buyer on its own behalf and on behalf of its agents, members, partners, employees, representatives, officers, directors, agents, related and affiliated entities, successors and assigns (collectively, the "**Buyer Parties**") hereby fully and irrevocably releases Seller and its constituent members, trustees, beneficiaries, property managers, manager, employees, officers, directors, representatives, agents, servants, attorneys, affiliates, parent companies, subsidiaries, successors or assigns (collectively, the "**Seller Parties**") from any and all Claims that it may now have or hereafter acquire (other than a claim for Seller's failure to perform its express obligations under this Agreement or Seller's breach of any representations or warranties contained in this Agreement) arising from or related to the Property or this transaction. This release includes Claims of which Buyer is presently unaware or which Buyer does not presently suspect to exist which, if known by Buyer, would materially affect Buyer's release to Seller. Buyer specifically waives the provision of California Civil Code Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASING PARTY."

Buyer acknowledges that the foregoing acknowledgments, releases and waivers, including without limitation the waiver of the provisions of California Civil Code Section 1542, were expressly bargained for. The provisions of this Paragraph shall survive the Closing.



Seller initials



Buyer initials

The word "**Claims**" means all causes of action, contract rights, debts, demands, indemnities, liabilities, obligations of any kind, and rights otherwise arising by contract, tort and/or operation of law, whether known or unknown to the releasing party. The parties hereto understand and intend that no relief may be had as to any released Claims whether by actual damages, award, declaratory relief, injunction, nominal damages, offset, punitive damages, or recovery in any form. However, "Claims" shall not include any express obligations or liabilities of a party under this Agreement (including, without limitation, those arising under any representation or warranty made by a party hereunder).

Notwithstanding the foregoing, Buyer does not waive and does not release Seller from any Claims arising from or related to Seller's breach of Seller's express representations or warranties in the Agreement, from Seller's intentional misrepresentations and/or fraud, from Seller's

obligations with respect to brokers' fees or from Seller's obligations with respect to attorneys' fees, pursuant to Paragraph 16.

37. Default by Buyer. IF THE CLOSING DOES NOT OCCUR AS A RESULT OF BUYER'S DEFAULT HEREUNDER, SELLER'S SOLE AND EXCLUSIVE REMEDY SHALL BE TO TERMINATE THIS AGREEMENT BY GIVING WRITTEN NOTICE THEREOF TO BUYER, WHEREUPON THE DEPOSIT IN THE SUM OF **\$100,000** SHALL BE RETAINED BY SELLER AS LIQUIDATED DAMAGES, AS SELLER'S SOLE AND EXCLUSIVE REMEDY ON ACCOUNT OF SUCH DEFAULT HEREUNDER BY BUYER; PROVIDED, HOWEVER, THAT THIS PROVISION WILL NOT LIMIT SELLER'S RIGHT TO RECEIVE REIMBURSEMENT FOR ATTORNEYS' FEES PURSUANT TO PARAGRAPH 16 OF THE PRINTED FORM ENTITLED "ATTORNEY'S FEES", NOR LIMIT ANY OF THE INDEMNITIES IN THIS AGREEMENT MADE BY BUYER, NOR WAIVE OR AFFECT ANY PROVISIONS OF THIS AGREEMENT WHICH EXPRESSLY STATE THAT THEY SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT, AND NEITHER PARTY SHALL HAVE ANY FURTHER LIABILITY OR OBLIGATION TO THE OTHER HEREUNDER, EXCEPT FOR PROVISIONS OF THIS AGREEMENT WHICH EXPRESSLY STATE THAT THEY SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT. THE PARTIES ACKNOWLEDGE AND AGREE THAT SELLER'S ACTUAL DAMAGES IN THE EVENT OF BUYER'S DEFAULT WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. AFTER NEGOTIATION, THE PARTIES HAVE AGREED THAT, CONSIDERING ALL THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT, THE AMOUNT OF THE DEPOSIT IS A REASONABLE ESTIMATE OF THE DAMAGES THAT SELLER WOULD INCUR IN SUCH EVENT. HOWEVER, THE LIQUIDATED DAMAGES IDENTIFIED HEREIN ARE OF VALUE TO SELLER IF, AND ONLY IF, SELLER RECEIVES THE SAME UPON DEFAULT BY BUYER OF ITS PURCHASE OBLIGATION HEREUNDER WITHOUT LITIGATION, ARBITRATION OR OTHER PROCEEDING. THE PAYMENT OF THE DEPOSIT TO SELLER AS LIQUIDATED DAMAGES UNDER THE CIRCUMSTANCES PROVIDED FOR HEREIN IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF SECTIONS 3275 OR 3369 OF THE CALIFORNIA CIVIL CODE, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO SECTIONS 1671, 1676 AND 1677 OF THE CALIFORNIA CIVIL CODE. BY PLACING THEIR INITIALS BELOW, EACH PARTY SPECIFICALLY CONFIRMS THE ACCURACY OF THE STATEMENTS MADE ABOVE AND THE REASONABLENESS OF THE AMOUNT OF LIQUIDATED DAMAGES AGREED UPON. PARAGRAPH 21 OF THE PRINTED FORM IS HEREBY DELETED IN ITS ENTIRETY.

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38. Default by Seller. In the event that Seller fails to perform any of the material covenants or agreements contained herein which are to be performed by Seller within five (5) business days following receipt of written notice from Buyer of the specific material default and thereafter Seller fails to complete the sale of the Property to Buyer as provided herein, then, provided that Buyer is not in material default hereunder, Buyer may, at its sole election, proceed with one of the following mutually exclusive alternatives: (i) terminate this Agreement by giving written notice of termination to Seller whereupon Escrow Holder will return to Buyer the Deposit and both Buyer and Seller will be relieved of any further obligations or liabilities hereunder, except for those obligations which expressly survive any termination hereof, and in which case Buyer

shall receive reimbursement for reasonable, actual out-of-pocket, third party expenses not to exceed \$50,000 in the aggregate, provided Buyer delivers to Seller reasonable documentation of such expenses and copies of any reports prepared by third parties, or (ii) Buyer may seek specific performance of this Agreement (in which case, Buyer shall not be entitled to recover monetary damages, consequential damages or lost profits from Seller in connection with such default, unless specific performance is not available because Seller has sold the Property to a bona fide third party purchaser, in which case Buyer shall be entitled to seek the aforementioned damages, but not consequential damages or lost profits); or (iii) waive such default and proceed with the Closing with no reduction in the Purchase Price. In order for Buyer to elect the remedy in subsection (ii) above, Buyer shall deliver to Escrow Holder, within five (5) business days following the scheduled Closing Date, reasonable written evidence of the sources necessary to fund the cash balance of the Purchase Price and Buyer shall commence and file such specific performance action in the appropriate court not later than thirty (30) days following the scheduled Closing Date. Buyer shall not be entitled to record a lien or lis pendens against the Property other than in connection and concurrently with the filing of such specific performance action. Except as specifically set forth in this Paragraph 38 Buyer does hereby specifically waive any right to pursue any other remedy at law or equity for such default of Seller, including, without limitation, any right to seek, claim or obtain damages, punitive damages or consequential damages.

39. Seller Liability. Notwithstanding anything to the contrary herein, Buyer on its own behalf and on behalf of the Buyer Parties hereby agrees that in no event or circumstance shall Seller or any of the Seller Parties have any personal liability under this Agreement. Notwithstanding anything to the contrary contained herein: (a) the maximum aggregate liability of Seller and the maximum aggregate amount which may be awarded to and collected by Buyer (including, without limitation, for any breach of any representation, warranty and/or covenant of Seller) under this Agreement or any documents executed pursuant hereto or in connection herewith, including, without limitation, any exhibits attached hereto (collectively, the "**Other Documents**") shall not, under any circumstances whatsoever, exceed two percent (2%) of the Purchase Price (the "**CAP Amount**"); and (b) no claim by Buyer alleging a breach by Seller of any representation, warranty and/or covenant of Seller contained herein or any of the Other Documents may be made, and Seller shall not be liable for any judgment in any action based upon any such claim, unless and until such claim, either alone or together with any other claims by Buyer alleging a breach by Seller of any such representation, warranty and/or covenant, is for an aggregate amount in excess of \$15,000.00 (the "**Floor Amount**"), in which event Seller's liability respecting any final judgment concerning such claim or claims shall only from the first dollar irrespective of the Floor Amount, subject to the CAP Amount set forth in clause (a) above. The CAP Amount shall not apply to any Seller's fraud and/or intentional misrepresentations, Seller's obligation for attorneys' fees and costs under Paragraph 16, Seller's indemnity for brokers' fees under Paragraph 7.2, or Seller's obligations for post-closing prorations under Paragraphs 11.5 and 47.

40. Violations. To Seller's knowledge, it has not received from any governmental authority written notice of any currently existing material violation of any material statute, ordinance, rule, regulation or order applicable to the Property, or any part thereof, that will not have been corrected prior to Closing. The term "violation" as used in the foregoing sentence shall include only matters for which there is an actual current obligation to correct pursuant to any applicable laws and regulations, and shall not include noncompliance matters that do not need to be corrected (for example, non-conforming matters that are "grandfathered" and non-compliance matters that do not need to be corrected until certain events occur). Paragraph 12.1(d) of the

Printed Form is hereby deleted in its entirety.

41. No Representations or Warranties Regarding Documents. Except to the extent provided in Seller's representations and warranties pursuant to Paragraph 12 of the Printed Form, every document prepared by a third party consultant and given by Seller to Buyer concerning the Property is given only as an accommodation to Buyer and without any representations or warranties, express or implied; Seller believes such documents to be accurate, but Buyer assumes all responsibility for determining the accuracy and completeness of any information, conclusion, projection or other statement of any nature contained in each such document.

42. Intentionally Deleted.

43. Additional Conditions for Entry. Buyer's rights of entry provided in Paragraph 14 of the Printed Form are granted subject to the additional conditions that: (a) Buyer shall give Seller written notice at least one (1) business day prior to its entry on to the Property of such entry and shall permit Seller to have a designated representative attend any activities performed on the Property; (b) Buyer shall keep the Property free and clear of any mechanic's lien or materialmen's liens arising out of any such activities; (c) Buyer shall provide Seller with a certificate of insurance demonstrating that Buyer and any contractor entering onto the Property have comprehensive general liability insurance in a combined single limit of not less than \$1,000,000.00, and if Buyer's insurance carrier allows Seller to be named as an additional insured, naming Seller as an additional insured; (d) Buyer shall conduct no invasive or destructive testing upon the Property without Seller's prior written consent, which may be withheld in Seller's sole and absolute discretion; and (e) Buyer's activities shall not unreasonably disturb tenants at the Property.

44. 1031 Exchange. Upon the request of a party hereto (the "**Requesting Party**"), the other party (the "**Cooperating Party**") shall cooperate with the Requesting Party in Closing the sale of the Property in accordance with this Agreement so as to qualify such transaction as an exchange (or exchanges) of like-kind property; provided, however, the Cooperating Party shall not be required to take title to any exchange property and the Cooperating Party will not be required to agree to or assume any covenant, obligation or liability in connection therewith, the Closing hereunder shall not be delayed as a result of, or conditioned upon, such exchange, the Requesting Party shall pay all costs associated with such exchange, and the Requesting Party shall remain primarily liable under this Agreement and indemnify the Cooperating Party from any liability in connection with such exchange.

45. Interpretation. No language or provision shall be interpreted either for or against any party by virtue of such party or any attorney of such party having drafted such language or provision.

46. Execution and Delivery. The Printed Form and this Addendum shall be of no force or effect unless and until each of them shall have been executed and delivered by both Seller and Buyer. The Printed Form and this Addendum may be executed in one or more separate counterparts, each of which, when so executed, shall be deemed to be an original and all of which shall together, constitute and be one and the same instrument. Delivery of executed counterparts of the Printed Form and this Addendum by facsimile, e-mail transmission via portable document format (.pdf) or other electronic means (e.g., DocuSign) shall be equally as effective as delivery of a manually executed counterpart.

47. Post-Closing Matters. Any item to be prorated that is not determined or determinable at the Closing shall be promptly adjusted by the Parties by appropriate cash payment outside of the Escrow when the amount due is determined, but in no event later than 90 days after the Closing, so that Seller is liable for charges relating to the period prior to the Closing; and, Buyer is liable for charges relating to the period after the Closing.

“BUYER”:

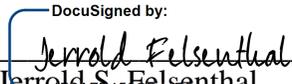
OXNARD SCHOOL DISTRICT

By: 
Name: Valerie Mitchell
Title:

“SELLER”:

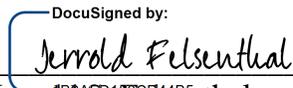
CAMINO INDUSTRIAL INVESTMENTS,
a California limited liability company,
as to an undivided 53% interest,
as a tenant in common

By: FELSENTHAL PROPERTY
MANAGEMENT, INC.,
a California corporation
Its: Manager

By: 
Jerrold S. Felsenthal
Its: President

CALLENS INDUSTRIAL INVESTMENTS,
a California limited liability company,
as to an undivided 47% interest,
as a tenant in common

By: FELSENTHAL PROPERTY
MANAGEMENT, INC.,
a California corporation
Its: Manager

By: 
Jerrold S. Felsenthal
Its: President

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: March 15, 2023

Agenda Section: Section C: Consent Agenda

Establishment of Positions (Torres/Lin)

a five-hour and forty-five minute 183-day Paraeducator-Special Education position number 11459 to be established at Sierra Linda School. This position will be established to provide one-on-one support per student IEP.

A five-hour and forty-five minute 180-day Paraeducator-Special Education position number 11461 to be established in the Special Education Department. This position will be established to provide one-on-one support per student IEP.

A five-hour and forty-five minute 180-day Paraeducator-Special Education position number 9222 to be established at McAuliffe School. This position will be established to update the Paraeducator III position to the new job description of Paraeducator-Special Education.

A five-hour and forty-five minute 183-day Paraeducator-Hearing Impaired position number 11466 to be established at Marshall School. This position will be established to provide support.

FISCAL IMPACT:

Cost for 1 Paraeducator-Special Education: \$32,153.00 Special Education funds.

Cost for 1 Paraeducator-Special Education: \$32,153.00 Special Education funds.

Cost for 1 Paraeducator-Special Education: \$737.00 Special Education funds.

Cost for 1 Paraeducator-Hearing Impaired: \$32,965.00 Special Education funds.

Cost for 1 Custodian: \$53,258.60 Unrestricted 70% and ELOP 30% funds.

RECOMMENDATION:

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: March 15, 2023

Agenda Section: Section C: Consent Agenda

Personnel Actions (Torres/Lin)

The attached are recommended Personnel Actions presented to the Board of Trustees for consideration. The salary placement for the individuals employed will be in accordance with the salary regulations of the District. Personnel Actions include: New hires, transfers, pay changes, layoffs, recall from layoffs, resignations, retirements, authorizations and leaves of absence.

FISCAL IMPACT:

N/A

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

Attached: [Certificated Personnel Actions 03.15.23 \(1 pg\).pdf](#)
[Classified Personnel Actions 03.15.23 \(1 pg\).pdf](#)

CERTIFICATED PERSONNEL ACTIONS

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

New Hires

Nuno, Silvia	Intervention Specialist Provider	2022/2023 School Year
Arreola, Magdalena	Substitute Teacher	2022/2023 School Year
Gonzalez, Shantel	Substitute Teacher	2022/2023 School Year

Resignation

Barahona, Steve	PE Teacher	06/16/2023
Gonzales Villalpando, Rae Ann	SPED Teacher	06/16/2023
Inda-Ramirez, Mariela	School Counselor	06/16/2023
Jovel, Nicole	SPED Teacher	06/16/2023
Lopez, Kelly	SPED Teacher	06/16/2023
Mendoza, Maribel	SPED Teacher	06/16/2023
Pittman, Kerri	SPED Teacher	06/16/2023
Romo, Meaghan	Psychologist	06/26/2023
Santoyo, Denella	Speech Therapist	06/16/2023
Stacy, Taylor	SPED Teacher	06/16/2023
West, Debra	Assistant Principal	06/30/2023

CLASSIFIED PERSONNEL ACTIONS

New Hires

Feliciano, Justin M.	Custodian, Position #6448 Driffill 4.0 hrs./246 days	02/27/2023
Morales, Doraceli	Child Nutrition Worker, Position #129 Itinerant-Brekke 5.0 hrs./185 days	03/01/2023
Ortiz, Gabriela	Campus Assistant, Position #10163 Chavez 4.0 hrs./180 days	02/23/2023
Reyes, Michell	Campus Assistant, Position #11441 Driffill 5.75 hrs./180 days	02/23/2023

Limited Term/Substitute

Ayala, Daniel	Campus Assistant (substitute)	02/02/2023
Melgarejo, Carolina	Paraeducator (substitute)	02/23/2023
Sierra Flores, Eduardo	Paraeducator (substitute)	02/07/2023
Simental, Jocelyn L.	Paraeducator (substitute)	02/08/2023
Villagomez, Celine	Campus Assistant (substitute)	02/22/2023
Yanez, Oscar	Campus Assistant (substitute)	02/08/2023

Transfers

Figueroa, Karina	Attendance Accounting Technician, Position #1837 Marshall 8.0 hrs./210 days	02/22/2023
	Attendance Accounting Technician, Position #634 Driffill 8.0 hrs./210 days	
Reyes, Nayeli T.	Attendance Accounting Technician, Position #634 Driffill 8.0 hrs./210 days	02/22/2023
	Attendance Accounting Technician, Position #1837 Marshall 8.0 hrs./210 days	

Resignations

Favela, Veronica	Health Assistant, Position #8437 Pupil Services 5.75 hrs./183 days	02/21/2023
Garcia Clark, Jazmin E.	Outreach Specialist, Position #2565 Fremont 8.0 hrs./180 days	03/01/2023
Ghuman, Breann N.	Paraeducator-Special Education, Position #10966 McAuliffe 5.75 hrs./183 days	02/09/2023
McDonough, Astrid J.	Paraeducator-General Education, Position #7280 Lopez 5.75 hrs./183 days	02/28/2023
Pina, Bobby S.	Registered Behavior Technician, Position #9253 Special Education 8.0 hrs./203 days	02/24/2023
Ruiz, Stephany	Paraeducator-Special Education, Position #1965 San Miguel 5.75 hrs./183 days	03/09/2023

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: March 15, 2023

Agenda Section: Section C: Consent Agenda

Rejection of Liability Claim: GHC0049531(Torres/Magaña)

This claim involves a student who broke his/her arm when jumped and fell on outside play structure at Driffill School.

Student was transported by wheelchair to the office and was picked up from school by parent to seek medical attention. There is no liability on the part of the District.

FISCAL IMPACT:

There is no expected fiscal impact from this claim.

RECOMMENDATION:

Acting on the advice of the Joint Power Authorities (JPA), it is the recommendation of the Assistant Superintendent of Human Resources and the Risk Manager that the Board of Trustees agree to reject George Hills Claim No. GHC0049531.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 15, 2023

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #22-219 – Ballet Nepantla (DeGenna/Shea)

Ballet Nepantla will provide 2 performances of Valentina and post show Q&A; master class with students and families in the Oxnard School District through the Expanded Learning Opportunity Program. Ballet Nepantla pushes creative boundaries and examines the cultural, historical, and political identities of being Mexican, being American, and artistic production while living in both worlds.

Dates of Service: April 11 & 12, 2023

FISCAL IMPACT:

Not to exceed \$10,000.00 – Expanded Learning Opportunity Grant

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-219 with Ballet Nepantla.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-219 Ballet Nepantla \(2 Pages\)](#)



OSD AGREEMENT #22-219

Artist: [Ballet Nepantla](#)
Director: [Andrea Guajardo](#)
Event type: Dance
Show title: "[Valentina](#)"
Timeframe: Q2- 2023

OFFER SHEET – OXNARD SCHOOL DISTRICT

NYC DANCE COMPANY PERFORMS IN OXNARD, CALIFORNIA:

Ballet Nepantla, founded by South Texas award-winning choreographer Andrea Guajardo, will perform *Valentina* in Oxnard, California, on April 11th and 12th, 2023.

COMPANY BACKGROUND:

Ballet Nepantla takes its identity from the artistic inspiration to explore the spaces in-between classical/contemporary ballet and traditional Mexican folklórico. The company delves into cultural, historical, and artistic spaces of tension, conflict, and ambiguity by bringing together contrasting artistic traditions. The *Texas Observer* described Ballet Nepantla's fusion as "contemporary dancers who weave in and out of the folklórico dancers in an ethereal braid entwining new and old, seduction and pursuit, and life and death" (September 2017). New York Latin Culture Magazine said, "What New York City Ballet's George Balanchine did with the folkloric dances of his native Russia, Ballet Nepantla is doing with the folkloric dances of Mexico" (February 2019). And *The Monitor* called Nepantla "an ambassador for folklórico and Mexican culture (October 2019).

Ballet Nepantla is also a search for identity, as it examines the cultural, historical, and political identities of being Mexican, being American, and artistic production while living in both worlds. In the spirit of Gloria Anzaldúa, Ballet Nepantla pushes creative boundaries as a "forerunner of a new form" (1987) of dance. Anzaldúa was raised in the same place where Andrea grew up, and both were inspired by the verve and vigor of growing up in the borderlands. Anzaldúa popularized the idea of Nepantla, a Nahuatl term that means to be in a state of in-between-ness: in the world of art, literature, cultural criticism, and really, anywhere.

This dance company exists as a significant artistic, organizational, and historical marker. According to noted cultural anthropologist Olga Najera Ramírez, there has not yet been a sustained professional concert dance company in the United States that represents Mexican folklórico. Traditional folklórico companies tend to be non-professional and community based. After completing five years of operation and 24 tours across the country and abroad, Ballet Nepantla stands as testament to what is possible for artists in the Latino community who seek to forge new ground in the world of professional art.

During the pandemic the company produced its third production titled *Mística*, a full-length ballet that features traditional dance pieces that honor the dead, as well as those who perished because of Covid-19.

SHOW DESCRIPTION:

PRELUDE: BORDERLANDS

"To Live in the Borderlands," an epic poem authored by Gloria Anzaldúa and choreographed by Andrea Guajardo, is set to a contemporary dance. "Borderlands" is a stand-alone dance that also sets the tone for the forthcoming story ballet, *Valentina*.

VALENTINA

Ballet Nepantla presents *Valentina*: a collection of stories that speak to the strength and resilience of women during Revolutionary Mexico. By fusing classical and contemporary ballet with traditional Mexican folklórico, *Valentina* tells stories of struggles and triumph, and explores the spaces between love and hate, hope and despair.

ACT I – SCENE I

This scene sets the context of pre-revolutionary Mexico, when two Mexicos emerged: the rich and the poor. In this scene, expressions of the aristocracy are represented through elegant polkas and waltzes. While the wealthy enjoyed their lavish lives, the poor experienced unimaginable hardships.

ACT I – SCENE II

In a war camp in the region of Huasteca, women set the tone for the hardship that war brought on families and communities. They dread the departure of their loved ones and long for days of peace.

ACT II

As men trudge through the misery of war, they are forlorn for the love they left behind, and they visit her in their dreams. They long for their *Valentina*. *Valentina* represents the woman of every man’s dream; more importantly, she represents the strong, valiant woman throughout this Revolutionary era.

Juana Gallo and *La Chamuscada* are transformed by the tragedies of war and emerge as fierce warriors and iconic leaders of the revolutionary movement: Juana Gallo having lost her husband and *La Chamuscada*, her father. In *Hace Un Año*, *La Chamuscada* remembers her father in a dream, and they poignantly share a dance.

Women filled a range of roles during *la Revolución*, which included cooking, cleaning, and providing for their husbands. But they also took up arms, fought alongside men, and even assumed leadership positions. *Las Adelitas*, *Coronelas*, and other pieces in Act II represent that range of intense engagement.

Question & Answer session: dancers engage audience in Q&A session following the performance.

GENERAL SCHEDULE & INFORMATION:

VENUE: Oxnard Performing Arts Center, Oxnard, California

DATE & Time: April 11, 2023, at 7 pm; April 12, 2023, at 4 pm

LENGTH: One 45-minute student performance (April 11); one 90-minute public performance (April 12) followed by Q&A

PERSONNEL: 10 dance members of Ballet Nepantla
2 technical crew members

DELIVERABLES: Two performances & post show Q&A; master class with students

FEE: TOTAL- \$10,000

CANCELLATION: The production may be canceled or rescheduled by parties involved (including Ballet Nepantla) due to increased challenges associated with the COVID-19 Pandemic. There will not be any penalties applied to parties involved.

Approval Signatures:



Andrea Guajardo
Artistic Director

Oxnard School District Representative
Lisa Franz, Director of Purchasing

Date: February 10, 2023

Date _____

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 15, 2023

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #22-220 – Sterling Venue Ventures (DeGenna/Shea)

Rental fees for use of Oxnard Performing Arts Center Theater for a performance presented by Ballet Nepantla to Oxnard School District students.

Dates of Services: April 11 & 12, 2023

FISCAL IMPACT:

Not to exceed \$13,000.00 – Expanded Learning Opportunity Grant

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-220 with Sterling Venue Ventures.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-220, Sterling Venue Ventures \(1 Page\)](#)
[Certificate of Insurance \(1 Page\)](#)

Oxnard PAC - 2023 Rental Agreement

STERLING VENUE VENTURES @ Oxnard PAC

Calendar Contract For:				
Event Name	Date	Day	Time In:	1pm
Ballet Nepantia	4-11-23 & 4.12.23	Tuesday & Wednesday	Time Out:	11pm
Company Name: Oxnard School District		Contact: Judith Orejel (805) 385-1501 Ext 2324		
Event Description: Ballet		Event Type: Ballet		
Attendance: 1600		Ticketed: yes		

Fee Schedule	Rate:	Additional Notes:	Total:
Rental License Fee	\$6,500	Price per day	\$13,000
Facilities		FEES USED	\$ -
Building Overtime (After 10 Hrs) @ \$250/Hr.			\$ -
VIP Room Rental	\$0		\$ -
Bar Buyout	\$0		\$ -
Utilities	\$0	\$800	\$ -
Stage Power Disconnects	\$0		\$ -
Lighting			
Standard Conventional Lighting	\$0	\$ 2,500.00	
Full Pro Lights Package	\$0	\$ 3,500.00	\$ -
Audio			
THX Surround Sound	\$0		
Front of House (Main)	\$0	\$ 3,500.00	\$ -
On Stage Monitors	\$0	\$ 2,000.00	\$ -
Video Projection / Recording			
Video Projection Downstage Screen 42'x20'	\$0		
Video Projection Upstage Screen 16'x20'	\$0		
Christie Projector	\$0		
Cleaning			
Event Cleaning	\$0	\$ 800.00	\$ -
VIP Room Cleaning (If used for catering)	\$0		
Additional Trash Removal / Dumpster Rental	\$0		
Confetti Cleanup	\$0		
Miscellaneous			
Advertising	\$0	Ask for details	\$ 750.00
Parking Permits	\$0	Per event	\$ 500.00
Green Room Hospitality	\$0		\$ 500.00
Ticketing			
Music Lic ASCAP,BMI,SECAP,WMR	0%		\$ 2,000.00
Ticketing (Ticketmaster)	0%	Per guest at event	
Printing Fee	\$0	Printing	
Merchandise Split	0		
Event Cost:			\$13,000

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

NOTE:	Damage Deposit: \$ - Total Fees: \$ 13,000.00 Deposit: \$ 2,000.00 Payment: Due: \$ 11,000.00
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Sterling Venue Ventures, LLC _____ Client Signature _____

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/26/2023

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 5314 South Yale Avenue Suite 900 Tulsa OK 74135	CONTACT NAME: Karen Eubanks PHONE (A/C, No, Ext): 918-884-2927 E-MAIL ADDRESS: Karen_Eubanks@ajg.com	FAX (A/C, No): 918-884-2900
	INSURER(S) AFFORDING COVERAGE	
INSURED Sweet Adelines Intl Corp. 9110 S. Toledo Tulsa OK 74137	INSURER A: Travelers Property Casualty Co of America	
	INSURER B: Philadelphia Indemnity Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 245769372

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2420387	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP0S58772622NF	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Umbrella policy limit shown is at least or in excess of the amount required by contract.

Re: Sweet Adelines Intl. Corp., Region 11 Sequoia Pacifica; Use of Facility

CERTIFICATE HOLDER**CANCELLATION**
 Sterling Venue Ventures
 Oxnard Performing Arts Center
 800 Hobson Way
 Oxnard CA 93030

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

AUTHORIZED REPRESENTATIVE

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 15, 2023

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #22-221 – Tutorific LLC (DeGenna/Ruvalcaba)

Tutorific will be providing tutoring services for 5th and 8th grade students currently enrolled in the newcomer academy to improve their English language skills.

Term of Agreement: March 16, 2023 through June 15, 2023

FISCAL IMPACT:

Not to exceed \$96,890.60 – Title III Funds

RECOMMENDATION:

It is the recommendation of the Manager of Equity, Family, and Community Engagement, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-221 with Tutorific LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-221, Tutorific \(18 Pages\)](#)
[Certificate of Insurance \(1 Page\)](#)



Memorandum of Understanding (“MOU”)
Between
Oxnard School District (“OSD”) English Learner Services
1051 South “A” Street, Oxnard, CA 93030
And Tutorific, LLC (“Tutorific”)

1. Purpose. This MOU is entered into for the purpose of providing additional instruction to students selected or assigned by OSD for tutoring outside of the normal school day (“Student”).

2. Term. The Term of this Contract begins on March 16, 2023 and ends on June 15, 2023 (“Term”). Sessions are planned to begin as early as 3/20/23 and end no later than 6/9/23.

3. Students. Selection of Students to participate under this MOU shall be at the discretion of OSD. Students in 5th and 8th grade (tentative grade levels) currently enrolled in the Newcomer Academy are identified for tutoring in this cohort. For each Student assigned to Tutorific by OSD, OSD shall provide Tutorific with the child’s name, grade, school, parent(s)/guardian(s) name(s), address, phone number(s), and any information OSD deems helpful in providing service to the Student, including but not limited to test results, 504 plan, IEP, ISP, special education information, level of English language ability and home language.

4. Goals, Subjects, and Hours Per Student. The goals of the Tutorific sessions are to improve Students’ English language skills (with the emphasis being oral language [speaking and listening]), and math, and where possible self-confidence. Tutoring will focus on oral language development, reading comprehension, fluency, phonics, and writing as determined by Tutorific within the OSD fundamental syllabus and Tutorific may include activities designed to bolster confidence and motivation. (See also Exhibit C.) Students shall initially be allotted up to 49 hours of sessions but may be dropped by Tutorific upon three consecutive absences or five total absences or, if additional hours are available and unused, may be extended by virtue of good attendance and need.

5. Payment. Upon proper monthly invoicing which includes the number of hours per Student, District agrees to pay Tutorific for services performed during the Term of this Agreement at the rate of \$35 per hour per Student for group tutoring and/or 2 times this rate for one-to-one tutoring. The budget for this project is based on approximately 50 Students receiving up to 49 hours of tutoring each and shall not exceed \$86,000.

6. Drops. Tutorific is allowed to drop a Student from this program if it is not possible to provide services due to lack of reasonable parent/guardian support in facilitating the tutoring (including but not limited to guardian inflexibility to accept any of multiple scheduling options and/or Students who tutoring does not commence despite approval of the schedule by guardian and reminders prior to the commencement date).

7. Testing & Reporting. Students shall be tested by Tutorific during their first session(s) (“Pre-Test”) and retested toward the end of each student’s duration of tutoring (“Post-Test”) using the same test series to help ensure a fair comparison of growth. Tutorific shall provide the Pre-Test and Post-Test results to OSD within approximately 30 days of the conclusion of each batch of concluding students, reported monthly as Students begin to finish the program. Along with each monthly invoice, Tutorific will provide OSD the scheduled attendance for all active students and will report drops and replacements no less than monthly.

8. Parent/Guardian Communication. Tutorific shall be responsible for parent/guardian (“Guardian”) communication related to Student scheduling, absences, and make-ups. Tutorific shall remind Guardian by phone or text within twenty-four hours of every session in order to help boost attendance. Tutorific may initiate contact with Students’ Guardian upon approval of this MOU. Tutorific shall provide OSD with a template letter in English and Spanish (based on Exhibit D) informing Guardian about the program, their child’s inclusion, and OSD’s expectations for Students and Guardian.

9. Location and Form of Tutoring. In-Person Tutoring shall occur at Tutorific’s Center located at 484 Mobil Avenue, suites 10, 12, 17, 34, 36, 41, Camarillo, CA 93010 or at any location co-approved by OSD and Tutorific. Tutorific shall follow reasonable Covid-19 Protocols while working with Students, including but not limited to mandatory (1) temperature checking, (2) social distancing, (4) cleaning/sanitizing between groups of Students, and following governmental regulations pertaining to Covid-19. Tutorific shall also provide Guardian the option of Online Tutoring utilizing the Chromebooks and/or other technology provided by OSD.

10. Staff Qualifications. Tutorific will ensure that all individuals employed, contracted, or otherwise hired by Tutorific to provide instruction or related services are qualified in the area in which the individuals are providing such instruction or services. Tutorific will comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. Tutorific will deliver designated instruction and services utilizing personnel who have experience working with Student or who possess a license issued by an appropriate licensing agency authorizing the licensee to provide the specific service, or possess a credential authorizing the service or are otherwise experienced and/or qualified to provide the service or have experience interacting with English Learner Students, Foster children, homeless children, or kinship children. Tutorific may make exceptions to these qualification with the approval of the Oxnard School District.

11. Materials. Tutorific shall supply Students with all educational materials necessary for providing high quality tutoring and self-confidence-building activities. Computer tablets and other electronic devices are to be provided and serviced by OSD.

12. Independent Contractor. Nothing in this MOU will be construed to imply a joint venture or employment.

13. Student Confidentiality. Student information shall be kept confidential by Tutorific. A copy of all Student records will be delivered to OSD with the monthly invoice. Records will be kept in accordance with the directed needs of OSD.

14. Incident, Accident, and Child Abuse Reporting. Tutorific will submit a written accident report to the District within 24 hours of any accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel. Tutorific hereby agrees that all staff members, including volunteers, are familiar with and agree to child abuse and missing children reporting obligations and procedures under California law, including but not limited to, California Education Code Section 49370 and California Penal Code section 11166, *et seq.* Tutorific agrees that all staff members will abide by such laws in a timely manner.

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

16. Discrimination. Tutorific shall not discriminate on the basis of race, religion, sex, national origin, age, disability or sexual orientation in employment or operation of its program.

17. References to OSD & Tutorific. All references to OSD and Tutorific in this agreement relate specifically to this MOU and not to any other agreement between OSD and Tutorific.

18. Termination.

a. Without Cause. This Contract may be terminated by the OSD or Tutorific at any time. To terminate this Contract, either party will give 20 calendar days written notice prior to the date of termination. Upon termination, without default of Tutorific, the District will pay, without duplication, for all services satisfactorily performed to the date of termination. In consideration of this payment, Tutorific waives all rights to any further payment of damage. Under no circumstances will Tutorific be entitled to anticipatory, lost profits or consequential damages as a result of termination under this section.

b. For Cause.

(i) The District may, by written notice to Tutorific, terminate this Contract in whole or in part at any time because of the failure of Tutorific to fulfill its contractual obligations and the District may, in its sole discretion, provide Tutorific with a reasonable period within which to cure the default. Upon receipt of such notice, Tutorific will (A) immediately discontinue all services affected (unless the notice directs otherwise) and (B) deliver to the District all information and material as may have been involved in the provision of services whether provided by the District or generated by Tutorific in the performance of this Contract, whether completed or in process (unless the notice directs otherwise). Termination of this Contract will be as of the date of receipt by Tutorific of such notice.

(ii) If the termination is due to the failure of Tutorific to fulfill its contractual obligations, the District may take over the services and complete the services by contract or otherwise. Tutorific will be liable for the reasonable costs and expenses related to the transfer of District Students to another provider.

(iii) If, after the notice of termination for failure to fulfill contract obligations, it is determined that the Tutorific has not so failed, the termination will be deemed to have been effected without cause pursuant to 15(a) above.

(iv) Tutorific will not be entitled to anticipatory, lost profits or consequential damages as a result of any termination under this section. Payments to Tutorific in accordance with this section will constitute the Tutorific’s exclusive remedy for any termination hereunder.

19. Severability Clause. If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract will be severable and remain in effect.

20. Written Notice. Notices required under this Contract will be valid when mailed first class postage or personally delivered to the following representatives, as indicated below.

For the District:
Mrs. Teresa Ruvalcaba
Manager of Equity, Family and Community Engagement
Oxnard School District
1051 South "A" Street
Oxnard, CA 93030

For Tutorific:
Matt Oppenheimer
Executive Director / Owner
Tutorific!
484 Mobil Avenue, Suite 12
Camarillo, CA 93010

OXNARD SCHOOL DISTRICT

TUTORIFIC

Signature
Lisa A. Franz, Director, Purchasing



Signature
Matt Oppenheimer, Executive Director / Owner

Date

February 6, 2023

Date

EXHIBIT A

INSURANCE

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

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

(1) Commercial General Liability coverage of not less than one million dollars (\$1,000,000) combined single limit, bodily injury, personal injury and property damage liability per occurrence, in a form acceptable to the District.

(2) Comprehensive general and auto liability insurance with limits of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage per occurrence. A combined single limit policy with aggregate limits in an amount of not less than two million dollars (\$2,000,000) shall be considered equivalent to the said required minimum limit.

(3) Insurance Coverage shall include:

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

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

(5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate.

(6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Tutorific's profession. This coverage may be written on a "claims made" basis and must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least 3 consecutive years following the later of the completion of the Services or the termination of this Agreement.

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

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

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

B. General Liability and Automobile Liability Coverages.

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

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

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

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

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

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

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

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

EXHIBIT C

Oxnard School District

TUTORIFIC!

Newcomer Program

Spring, 2023



February 3, 2023

Matt Oppenheimer
Executive Director
Tutorific
484 Mobil Avenue, Suite 12
Camarillo, CA 93010

(805) 482-3730
www.tutorific.org

Newcomers

- Participant Criteria
 - Approximately fifty (50) Newcomer students who have attended U.S. Schools for less than 2 years and are in 5th or 8th grade who would benefit from additional tutoring (especially in English).
 - Newcomer students require greater help than most other students in order to master English. This is vital for mastery of grade level core content. Extra tutoring in English communication and math during Spring of 2023 could give them the extra academic and emotional boost they need for success.



Scope of Service

The same generous scope is being offered to both the aforementioned special populations:

- Approximately 49 hours of small group tutoring and support sessions between 3/20/23 and 6/9/23.
 - Depending upon family schedules, individual student ability, attention span, technical issues, and other real-world factors, Tutorific may opt to provide some students with one-to-one tutoring at the rate of 1.75x small group tutoring for some or all of the available hours.

Pre- and Post-Testing

Testing will occur for all participating students in English Language Arts (ELA) and mathematics. Pre-testing will be considered the first session(s) and is used to determine student baselines and needs, and to place students within corresponding groups. Post-testing will occur for every student who completes the scope of service. The sets of pre- and post-scores will be provided to the Oxnard School District (OSD) within approximately a month of each batch of student's completion of the program with the last of the scores being submitted prior to Tutorific's final billing.

As has been the prudent approach for many years of working with special populations, Tutorific will endeavor to balance the need for solid data with the real-world need to reduce testing as much as possible to avoid student burn-out and drops which could otherwise occur even at the beginning of the program. (Yes, many students hate testing that much.) Abbreviated and/or adapted versions of testing may be used. The post-tests will tie directly to the pre-tests so that the comparison is meaningful. Sometimes we insert parts of testing a bit ahead of the final sessions because we have learned that students might drop just prior to post-testing if they aren't going to receive further tutoring. (This is a good example of the advantages Tutorific' has with our vast experience with Special Populations and their parents/guardians.)

Subjects

The following ELA subjects will be offered (taught in English):

- Conversational English (first and foremost, speaking and listening)
- Vocabulary,
- Phonics,



The following math subjects will be offered (depending upon students' abilities and pre-test scores):

- Advanced Addition & Subtraction
- Multiplication & Division
- Fraction Basics

Benefits Beyond the Primary Goals

The Ventura County Office of Education chose Tutorific to provide services to our county’s foster, kinship, and homeless youth for more than a decade because of our ability to make substantial education improvements to those Special Populations and also because of Tutorific’s well-earned reputation for boosting students’ self-confidence, motivation, and morale. These are important traits for healthy wellbeing and for successful learning. VCOE also relied on us to create SPAC, their study skills course for foster youth which was then adapted for migrant students. Tutorific also has demonstrated our ability improving student outcomes over sixteen years working with OSD’s Special Populations.



We understand that success in school is best achieved by working with the “whole child,” the mind, interests, self-opinion, and willingness to leap into undiscovered territory.

Parent Options

- **At School, After School**
 - These students will attend sessions on campus directly after school, one to five days per week (TBD).
 - Sessions will be 2 to 2.5 hours long and include a variety of activities designed to stoke verbal English communication while keeping the students’ attention.
 - This option is dependent upon OSD providing the on-site locations and the parents’ willingness to pick-up their students if there is not a workable “late bus” option.
- **Online**
 - This option is included because it provides the greatest latitude of scheduling for working parents, students with packed schedules, and families with transportation issues.
 - Tutorific has multiple rooms dedicated to online teaching outfit with powerful computers, document cameras, access to curriculum, and high-speed internet access.
 - Our online sessions often mirror our in-person sessions with modifications for remote work. We even have a special “sound-proof studio” that is acoustically excellent and doubles as our production suite for the educational development we do. (Our staff has over 100 production credits for such organizations as Disney, Nickelodeon, Warner Bros., and LucasFilm including a rare Platinum Album for a children’s read-along and several Parent’s Choice Awards.)

- **Center-Based**

- We know that some OSD parents will only want in-person tutoring at our educational center so we provide this as an option (which doesn't increase the district's cost). Certain parents are well aware of our center and believe they're getting the best possible service and materials by coming to us. Others feel that their child needs in-person to maximize results. We're happy to provide the options parents wish.



Our center provides the ideal learning environment. This is the result of extensive research and remodeling. We now have nine learning areas covering 3,000 square feet overall that boasts the following:

- *A beautiful interior that projects the respect and pride we show our students*
- *Thousands of educational materials available instantly*
- *Ten dedicated learning spaces*
- *A color pallet that is calming and focusing*
- *Daylight temperature lighting which helps keep students alert*
- *Sound-dampening material within the walls and ceiling for a quiet experience*
- *Complete climate control so that students are always comfortable*
- *Student-appropriate tables and chairs*
- *Plenty of space for Social Distancing*



*At our center, we follow **stringent Covid-19 Safety Protocols**, including:*

- *Everyone is temperature-checked before entering.*
- *Everyone uses hand sanitizer upon entry.*
- *Everyone wears masks.*
- *We have excellent social distancing.*
- *We clean and sanitize between every small group.*



Center based includes several scheduling options:

- Weekdays, Monday – Wednesday or Tuesday – Thursday, 1 hour each.
- Saturdays from 2:00 – 4:00 or 4:30. (Ideal for families who are ultra-busy during the week.)

The Tutorific Philosophy

This program will be guided by the same principles as our family-direct tutoring with modifications appropriate for Special Populations: It will be...

- Effective (This is why the students are being entrusted to us.)
- Engaging and Enjoyable (We need the kids to want to be involved so that they are willing learners.)
- Self-Confidence Building (This leads to as much progress as the academic portion of teaching.)
- Easily accessible (online or at our center)
- and, importantly, provide continuity of opportunity regardless of a student's living conditions.



English Language Based Teaching

Our experience has taught us that English immersion is the most effective approach to English reading and language arts. This is as true with learning English as it is with any other language. (If one wants to learn Spanish, it's best to spend time in a Spanish speaking location while learning so that one's mind needs to engage in the local language.) We augment the English with Spanish, as necessary for ELPAC level 1 students. We have bilingual staff able to converse with parents easily in Spanish.

Student Grouping

We focus on ability level rather than grade level. Using scores provided by the District and within the constraints of the families' availabilities, we will group students with similar abilities so that we maximize task targeting based on pre-testing and OSD data. Depending upon each child, participants may remain within the same group throughout the term of the program or may be moved as the student's abilities and needs evolve. Effective grouping is one of our keys to success. Place a student into too high a group and the student will feel "stupid" and unable. Conversely, place a student in too low a group and the student will feel demeaned and is likely to zone out.

Because this program includes math as well as English, one student may spend some time in sessions geared to specific ELA levels and other time in sessions targeting specific math skills such as addition and subtraction, multiplication, long division, fractions, etc.

The Approach

The level of material, the speed of new concept presentation, and the percentage of time spent on different tasks is modified to meet the needs of each student. Whether one-to-one or small group, we always include lots of conversation. No student sits on the sideline. We create a comfortable, safe learning atmosphere. Presentation, discussion, computer learning, and whiteboard work may all be utilized depending upon the student. Although many sessions are one hour, we design flexibility into our scheduling to accommodate student ability so the duration of a session could range from thirty minutes for some of the youngest students to two-hour blocks for those able whose parents would like hours grouped. We don't do any form of "busy work" at Tutorific. We only do what advances our students. Exact tasks and assignments will vary by the needs of each small group.

Topics

- **Conversational English**

- The plan is to get these students conversing.
- Roleplaying, interactive scenarios, games, challenges
- “Script Reading,” contests, “game shows”
- Following and giving directions
- Making friends, getting around town, and other topics
- Art and craft projects involving English
- And more. Keep it lively and enjoyable to reduce student stress over practicing a new language.



- **Phonics**

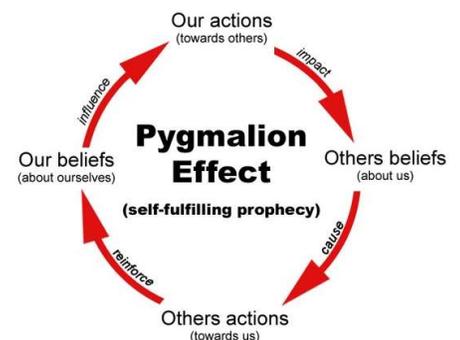
- We have identified 43 phonetic blends that are especially useful for elementary and middle school students. Surprisingly, many students – especially English learners – only know a fraction of these vital letter combinations. These blends are like puzzle pieces; the fewer known, the harder it is to see the big picture. The better known, the more fluid the reading which, in turn, frees up more “brain-power” to focus on translation and critical thinking. With limited time, we’ll concentrate on speaking and reading (decoding) rather than spelling (coding) both because the decoding skills will be learned faster than the coding skills and because decoding weighs heavier in ELPAC. Phonics will not be assigned to all students.

- **Vocabulary**

- We’ll be constantly introducing and incorporating high-frequency vocabulary.
- Words will be used verbally and in writing.

Methodology

- **Interactivity** is key. The moment one starts to “lecture,” the attention of many potentially great learners begins to drift away.
- **Targeted topics** helps ensure that sessions are spent on actual student needs. For example, there is a logical progression to acquiring fundamental math knowledge. The most effective long-term learning occurs when tutoring is targeted to the earliest “missing pieces” and then work forward through each skill in ever-increasing complexity.
- **Caring instruction** leads to greater “investment” by the students so we infuse sessions with discussions about the students, their interests, their experiences. The willingness to make mistakes while learning English increases proportionately with the degree to which the student knows the tutor cares, and trusts that the tutor will be protective of the student’s feelings.
- **Motivation** is achieved at Tutorific in a variety of ways:
 - Earned praise
 - Verbal confirmation of progress
 - Participation, Excellence, and Attendance Awards



Personnel

Our staff of tutors and administrators are dedicated, efficient, tested, cleared, and trained. We have a spectacular team. Everyone has experience. We have public school teachers, private school teachers, special education teachers, early education specialists, curriculum developers, para-educators, folks with multi-lingual experience, resource folks, staff who have worked with foster and homeless youth, etc. We're the only tutoring organization of which we're aware that actually tests applicants in math. Everyone is DOJ and TB cleared. Everyone goes through our materials and methodology training. Working with the students is the highlight of our days. Our students sense that and work extra hard to make us proud.



Lack of District Staff Availability

A very real and important factor to consider in deciding whether or not to provide this program in-house is the lack of staff who want to work after 4:00 PM especially now with the challenges, demands, and frustrations of teaching classes online. We know from years of experience with numerous school systems that this will be an incredible challenge for the District. Contracting with Tutorific will save the District a major staffing headache while allowing District teachers to focus on their primary objective; their own classes.

It should be noted that as difficult as it is for the District to fill after-school positions, the challenge is increased by the fear that many individuals have of teaching in-person during the pandemic or the difficulties they face transitioning from online back into the classroom.

And the constant interaction with parents to ensure attendance will fall to District administration rather than the teachers. The program's effectiveness won't be determined by the number of group sessions the teachers teach but rather by the number of student tutoring hours completed.

Tutorific / OSD Communication

Based on more than 17 years of interaction, the OSD team knows it can count on us to keep you informed from beginning to end, and count on you for timely and accurate student information. Our goals are united and we're always looking for ways to support the District in meaningful ways.

Deliverables

- Monthly billing within approximately 30 days of the end of each month.
- Scheduled attendance corresponding with, and accompanying, the monthly billing.
- Pre- and Post-Test scores within 30 days of the conclusion of each batch of students.

Student Scheduling and Administration

Tutorific is well known for our positive and effective bilingual parent communication. Our Full-Service Parent Support includes:

- creating the district's initial information letter to parents
- initial parent contact (via phone, text, and/or email),
- data collection (from the district and parent/guardian),
- scheduling (initial and if family requests change),
- repeated attendance reminders (vital!)
- attendance record keeping
- and being easily available to parents in order to answer questions and provide information



Parent Communication

Ongoing administrative communication with migrant parents can be challenging. Phone numbers can change frequently or phones are shared. Parent workhours often begin early and workdays are long. Many are not allowed phone access while working. Some families will move once or more during the term of the program. We make a point of staying in close contact with the families we serve. We consider ourselves responsible for an absence if we failed to remind the parent via call or text within a day of each session. We consider the session used if the guardian has confirmed scheduling and has been reminded within a day of tutoring but the student does not attend. This means we typically interact each parent/guardian more than twenty-five times during the twenty sessions. While we may ask the District for updated information, historically we have often provided the District with updates even before the parent informs the school. That may be especially true with these Special Populations and during the pandemic in that the District laptops travel with the student and it is difficult to know if the student has moved, changed families, or become homeless.

The degree to which our administrative efforts and excellent communication plays a role in student success cannot be overstated. Our success during the nine years of NCLB with OSD was due to the excellence of our tutoring and the degree to which we connected with the parents. Families feel connected to us. The kids loved the experience and the parents went out of their way to make sure their children attended.

To begin, we will contact the families as soon as possible in three ways:

- Phone
- Text (if available to the parent)
- Email (if available [less likely])
- Mail (if in coordination with OSD; Tutorific prepares the master document, OSD copies and distributes)

We suggest that the initial bilingual letter and invitation include both the District's logo and Tutorific's, and that it be cosigned by both organizations so that the parents understand that the program is legitimate.

To build self-confidence from the beginning, the programs will be presented to the families as something the students have EARNED because we all see their GREAT POTENTIAL. We'll reinforce the idea that they are lucky to have been selected and must attend regularly to earn Certificates of Completion. At the same time, OSD and Tutorific will present this as required learning; a program that the students need to attend unless there is a health reason not to participate.



Cost

Approximately 50 students will be identified as possible recipients. Selection will be based on, but not limited to, such criteria as need, ability to schedule, guardian willingness. Each will be given approximately 49 hours of tutoring at \$35 per small group hour or twice this rate for 1:1 tutoring. The budget caps \$86,000.

This INCLUDES staffing, staff wages, high CA and FED fringes, all educational materials, curriculum planning as well as the curriculum itself, parent coordination, scheduling, testing (both pre and post), reporting of scheduled attendance and testing, and all administration. Quite simply, the cost can't be beat. And this is to say nothing of the burden this lifts from OSD administrative and educational staff. This is a major program on top of the huge demands of ongoing school and after-school programs. Additionally, this program presents a substantial savings over what it would be if OSD created this program and provide the materials and the staff.

Tutorific Background

The Oxnard School District knows us well. We have worked together for more than 16 years. Here's just a bit more information that relates directly to our ability to provide this program.

Tutorific has a 50-year history of success right here in west Ventura County. We have earned numerous awards for our work including two from the Ventura County Office of Education and two Congressional Certificates of Special Recognition. Our staff also has more than 100 production credits for the development of educational materials and children's edutainment products. This includes work for such companies as Disney Educational Materials, Nickelodeon, Cartoon Network, Warner Bros., and LucasFilm; even winning RIAA Platinum Album status for a Star Wars based children's read-along. Letters of Commendation from the cities of Camarillo & Ventura.

Tutorific served many hundreds of local English Learners during the nine years we participated as the number-one selected NCLB tutoring organization but in terms of parent preference and the amount of tutoring given to families. Where some companies provided as little as six to ten hours, Tutorific gave thirty.

We were the provider of tutoring to the Ventura County Office of Education for foster, kinship, and homeless students for twelve years, until that responsibility shifted to individual LEAs.

We continue to provide tutoring on behalf of the Special Education departments of OSD and Santa Paula School District for students with a wide range of needs and abilities.

Tutorific was NASA's Ventura County host of "NASA's Summer of Discovery."

We also developed the SPARC study skills program for the Ventura County Office of Education's especially for use with Foster Youth and Migrant Populations.

Beyond the proven success of our one-to-one and specialty small group tutoring, Tutorific is known for our ability to think BEYOND the box, not just outside it. We created and provided an entire Special Education Summer Program for the Oxnard School District for which students were bussed to our center as well as an ELL summer program for Briggs School District. For their summer programs, Oxnard School District and Briggs School District both used our kinesthetic math program which teaches math facts via body movement; engaging and effective. We provided everything; staff, curriculum, educational materials. We also developed and ran our "Brain Camp" for your district; again, providing everything. This exciting program was all about stimulating critical thinking skills in inventive ways.

Our Executive Director has both an educational and community development background. He was the manager of The Walt Disney Educational Media Company, was twice an overseas United States Peace Corps Volunteer and then Associate Peace Corps Director. He was Director of the Bombali Experimental Elementary School and Teacher Training Center, and lecturer of education and child development at the Makeni Teacher's College. He worked closely with Dr. Mae Jemison to facilitate the opening of "The Jemison Institute of Advancing Technologies in Developing Nations at Dartmouth College" where he also lectured in the subject as part of the NASA funded "The Earth We Share" program. He twice consulted overseas for USAID funded programs and has educational publishing credits from MacMillan and Prentice-Hall.



Bottom Line: Done right. Done simply. Done less expensively.

THIS is what we do. We do it incredibly well while reducing work-overload and stress at the District level. We make sure that the program reaches its goals, makes a positive difference, and provides results we can all be proud of.

This is why we've been in business 50+ years, been hired by 14 school districts, received two Awards of Excellence from the Ventura County Office of Education and two Certificates of Special Congressional Recognition. We do it right.

EXHIBIT D

SAMPLE PARENT/GUARDIAN INFORMATIONAL LETTER
(Will be provided in English and Spanish, subject to modification)



OXNARD SCHOOL DISTRICT

IMPORTANT
NOTICE OF ADDITIONAL ENGLISH & MATH TUTORING 22-23

(Student's Name)
(Student's School and Grade)

Dear Parent or Guardian,

You are receiving this letter because your student qualifies for after-school small-group tutoring in English and Math. **We highly recommend that your child participate.** This program is NO COST to you and is available only to a limited number of qualified students such as yours. We are pleased to share with you that services are being provided by Tutorific, an excellent and effective organization with whom our district has worked for more than seventeen years, and that has helped thousands of students succeed during its 50+ years here in Ventura County. **To be effective, participation is required. Attendance is important and is reported** by Tutorific to the district. Absences will result in your child being dropped from this program. If dropped, a student cannot reenroll. We are counting on you to support our efforts to help your student.

Subjects will include **English (with a focus on spoken communication) and fundamental math**, the foundations for success in our school system and life beyond school.

We're thrilled to offer you four location options:

1. On-Campus directly after school (1-2 days per week, 2 hours each, maximum of 12 students per group)
2. At Tutorific's Education Center (Saturdays, 2:00 – 4:30, maximum of 12 students per group)
3. At Tutorific's Education Center in Camarillo (2 afternoons/week, 1 hr. each, max 8 students per group)
4. Tutorific's Online Program (2-4 hours per week, offered conveniently at a wide variety of days and times.)

With good attendance, your child may receive up to 49 hours of group tutoring. Your child's start date, session days, and session times may depend upon how quickly you respond to the upcoming call from Tutorific. You may expect a call or letter from Tutorific within the next 30 days.

Service Provider: Tutorific. 484 Mobil Avenue, Suite 12, Camarillo, CA 93010.
Tutorific's Parent Line: 805-276-1507

Sincerely,

Mrs. Teresa Ruvalcaba
Manager of Equity, Family, and Community Engagement
Oxnard School District



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/08/2023

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

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

PRODUCER AssuredPartners of California Ins Services, LLC 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388		CONTACT NAME: Lori Gallegos PHONE (A/C, No, Ext): (805) 585-6100 E-MAIL ADDRESS: lori.gallegos@assuredpartners.com		FAX (A/C, No): (805) 585-6200	
INSURED Tutorific, LLC 484 Mobil Avenue Suite 11 Camarillo CA 93010		INSURER(S) AFFORDING COVERAGE			NAIC #
		INSURER A: Philadelphia Indemnity Ins Co			18058
		INSURER B: Lloyd's of London			
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 22/23 GL/AU/UMB/PROF/ **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PHPK2348705	11/13/2022	11/13/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2348705	11/13/2022	11/13/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED \$ RETENTION \$			PHUB792949	11/13/2022	11/13/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	SEX ABUSE / MOLESTATION			B0621PTUTO000822	12/28/2022	12/28/2023	LIMIT: \$3,000,000 AGGREGATE: \$3,000,000

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

GL: Certificate Holder is Additional Insured as respects to operations of the Named Insured per form PIGLDVS0517. This Insurance is Primary & Non-Contributory to any other Insurance per form PIGLDVS0517. Endorsements apply only as required by current written contract on file.

CERTIFICATE HOLDER

CANCELLATION

Oxnard School District 1051 S. A. Street Oxnard CA 93030	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 15, 2023

Agenda Section: Section C: Academic Agreement

Approval of Agreement #22-222 – Sade Champagne Music (DeGenna/De Los Santos)

Sade Champagne Music will be presenting assemblies using her musical artistry and inspirational message to all female students at Fremont Academy.

Terms of Agreement: March 16, 2023 through June 16, 2023

FISCAL IMPACT:

Not to exceed \$700.00 – LCAP Funding

RECOMMENDATION:

It is the recommendation of the Principal at Fremont Academy, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-222 with Sade Champagne Music.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-222- Sade Champagne Music \(1 Page\)](#)
[Certificate of Liability Insurance \(1 Page\)](#)

Contract for girls mentoring at Fremont Academy of Environmental Science & Innovative Design

1. THE PARTIES. This Independent Contractor Agreement (“Agreement”) made this February 8, 2023 is by and between:

Contractor: Sade C. Washington with a mailing address of 5949 Woodland Street, Ste. 18, Ventura, CA, 93003 (“Contractor”), and

Client: Fremont School with a mailing address of 1130 N M Str, Oxnard, CA, 93030 (“Client”).

In consideration of the mutual terms, conditions, and covenants hereinafter set forth, Contractor and Client agree as follows:

2. SERVICES. The Client shall pay, and the Client shall provide the following services: 1 hour presentation to all girls in school in assembly, 1-break out session for an evening event, 2-school site visits with groups. 30 mins each, 3 small group sessions.

3. TERM. The services shall begin on March, 2023 and end: (check one)

- When the services are complete.
- On the date of June, 2023.
- Other. _____

4. COMPENSATION. In exchange for the services provided by the Contractor, the Client agrees to pay the following:

\$ 700.00 for the services.

Contractor’s Signature: Sade C. Washington **Date:** 2-6-2023

Print Name: Sade Champagne Washington

Client’s Signature: _____ **Date:** _____

Print Name: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/02/2023

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

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

PRODUCER  Ray Gonzales 1701 Solar Drive Suite 251 Oxnard CA 93030	CONTACT NAME: Ray Gonzales PHONE (A/C, No, Ext): 805-240-3100 E-MAIL ADDRESS: ray.gonzales.d91x@statefarm.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: State Farm General Insurance Company	25151
INSURED Washington, Sade 5949 WOODLAND ST APT 18 VENTURA CA 930034483	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	90-GC-B653-9	02/28/23	02/28/24	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE



This form was system-generated on 03/02/2023

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 15, 2023

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #22-223 – Regents of the University of California (DeGenna/Shea)

South Coast Writing Project will provide the Oxnard School District with Young Writers Academy writing experiences geared at developing a community of writers. This will be at school sites within the Oxnard School District. They will also provide professional learning opportunities for our teachers.

Terms of Agreement: March 27, 2023 through April 6, 2023

FISCAL IMPACT:

Not to exceed \$28,788.00 – Expanded Learning Opportunity Grant

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-223 with Regents of the University of California.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-223- Regents of the University of California \(11 Pages\)](#)
[Certificate of Insurance \(2 pages\)](#)

SERVICE AGREEMENT

Between

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
UNIVERSITY OF CALIFORNIA, SANTA BARBARA**

And

OXNARD SCHOOL DISTRICT

This Service Agreement (hereinafter “Agreement”) is made the date of the last signature below by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California constitutional corporation, on behalf of the Gevirtz Graduate School of Education at the Santa Barbara campus (hereinafter the “University”) and Oxnard School District, having a principal place of business at 1051 S A Street, Oxnard, CA 93030 (hereinafter the “Sponsor”).

WHEREAS, the University has established the South Coast Writing Project (SCWriP) with a mission of improving student writing by improving the teaching of writing;

WHEREAS, the project contemplated by this Agreement is of mutual interest and benefit to both the University and the Sponsor, and is consistent with the educational objectives of the University;

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereby agree as follows:

1. Statement of Work

1.1 The University, through its Principal Investigator(s) (as defined below), shall use reasonable efforts to perform the service activities set forth in the document titled “Statement of Work” which is attached to this Agreement as Exhibit A and is incorporated herein by this reference. The Sponsor acknowledges and agrees that the University cannot guarantee the results of its activities and that minor deviations from the “Statement of Work” might occur.

2. RESERVED

3. Performance Period and Term

3.1 The period of performance and the term of this Agreement will commence on March 27, 2023 and will conclude on April 6, 2023.

4. Cost to Sponsor

4.1 The cost to the Sponsor for the University’s performance under this Agreement shall be Twenty-eight thousand seven hundred eighty eight dollars (\$28,788.00).

5. Payment

5.1 The Sponsor shall make payments to the University in accordance with the provisions set forth in the document titled “Payment Schedule” which is attached to this Agreement as Exhibit B and is incorporated herein by this reference. The Sponsor must make checks payable to “The Regents of the University of California” and must send payments to:

Lauren Marquez
Business & Financial Analyst
Gevirtz Graduate School of Education
University of California
Santa Barbara, CA 93106-9490

6. Principal Investigator

6.1 The University’s performance under this Agreement will be under the direction of Dr. Dewar, who will serve as Principal Investigator(s) (hereinafter the “Principal Investigator”). In the event that the Principal Investigator becomes unable or is unwilling to continue work under this Agreement, and an alternate Principal Investigator is not agreeable to the Sponsor, the Sponsor will have the option to terminate this Agreement in accordance with Article 16. The Sponsor acknowledges and agrees that the Principal Investigator is the service contact for the University but is not authorized to amend, modify, or terminate this Agreement. Requests to amend, modify, or terminate this Agreement must be made in accordance with Article 15.

7. Rights in Data and Data Security

7.1 Subject to this Article 7, and in accordance with Article 10 and Article 11 of this Agreement, the Sponsor will have the right to use the Deliverables. The Sponsor hereby agrees that under no circumstances will the Sponsor state or imply that the University has tested, endorsed, or approved any product, service, or company.

7.2 Except as set forth in Article 11 of this Agreement, the University will have the right to publish and to use any information or data specified to be delivered under this Agreement, including the Deliverables, and any information or data gathered by or received by the University in connection with this Agreement. The Sponsor hereby grants to the University, to the extent that the Sponsor has the legal right to do so, a non-exclusive, royalty-free, irrevocable, worldwide license to use, reproduce, display publicly, and otherwise distribute any and all information and data that the Sponsor provides to the University in connection with this Agreement.

7.3 The Sponsor and the University acknowledge and agree that the University may not and will not disclose to the Sponsor any personally identifiable information in connection with this Agreement and that if such information is to be included in the Deliverables it must first be rendered anonymous and/or must be presented in an aggregate form.

8. Supplies and Equipment

8.1 In the event that the University purchases supplies or equipment in connection with this Agreement, title to such supplies and equipment will vest in the University.

9. Patents and Inventions

9.1 Inventorship and ownership of developments or discoveries first conceived and actually reduced to practice in the performance of this Agreement will be determined in accordance with University of California policies and applicable United States patent laws.

10. Copyright and Grant of License

10.1 Copyright in and ownership of original works of authorship first created and fixed in a tangible medium of expression by the University, or by the University's officers, employees, or agents, in the performance of this Agreement, including the Deliverables, will vest in the University.

10.2 The University hereby grants to the Sponsor, subject to the terms and conditions of this Agreement and to the extent that the University has the legal right to do so, a non-exclusive, royalty-free, irrevocable, worldwide license to use, reproduce, display publicly, and otherwise distribute the Deliverables in connection with the Sponsor's non-profit educational activities.

11. Confidentiality

11.1 During the term of this Agreement, the Sponsor might provide the University, and the University might provide the Sponsor, with certain proprietary business or technical information or materials (hereinafter "Confidential Information"). Except as required by law, and provided that all such written information or materials are clearly marked "Confidential" and provided that all oral disclosures of such information or materials are reduced to a writing clearly marked "Confidential" that is provided to the respective party within thirty (30) days of such oral disclosure, the University and the Sponsor will hold such information and materials in confidence and each hereby agrees to use reasonable efforts to prevent its disclosure to third parties. The Sponsor acknowledges and agrees that the Sponsor will provide Confidential Information only to the Principal Investigator. The obligations set forth in this Article 11 shall continue in effect for three (3) years after the expiration or the termination of this Agreement.

11.2 Information and materials disclosed by the Sponsor or by the University will not be considered Confidential Information when such information or materials: (1) are now public knowledge or subsequently become such through no breach of this Agreement; (2) are rightfully in the University's or the Sponsor's possession prior to the Sponsor's or the University's disclosure as shown by written records; (3) are rightfully disclosed to the University or to the Sponsor by a third party; or (4) are independently developed by or for the University or the Sponsor without reliance upon Confidential Information received by the Sponsor or the University. The University and the Sponsor hereby agree that the Deliverables will not be considered Confidential Information.

11.3 Because the University is a public, non-profit, educational institution and does not have identified resources to sustain liabilities related to the disclosure of information, the Sponsor

agrees that no financial liability will attach to the University in the event that the University breaches its obligations under this Article 11.

12. Performance

12.1 The Sponsor acknowledges and agrees that the University is under no obligation to perform, and the Sponsor is under no obligation to fund, the services contemplated under this Agreement unless and until all required University approvals are secured.

13. Publication

13.1 It is understood that, as set forth in Article 7 of this Agreement, the University will be allowed to use the information and data collected in connection with this Agreement for appropriate research purposes such as presentations at professional conferences and for scientific publications provided that no individual identifying information is used.

14. Governing Law and Venue

14.1 This Agreement will be governed by, and interpreted in accordance with, the laws of the State of California as applied to contracts made and performed in California and without regard to the conflict of laws provisions thereof.

14.2 The parties acknowledge and agree that the exclusive venue for any cause of action of any nature arising out this Agreement will be a state court having jurisdiction over Santa Barbara, California.

15. Notice

15.1 Any notice required by or made in connection with this Agreement will be deemed to have been properly received when delivered in person or when mailed by registered or certified first class mail to the addresses given below:

To the University: Lauren Marquez
Business & Financial Analyst
Gevirtz Graduate School of Education
University of California
Santa Barbara, CA 93106-9490

With a copy to: Procurement Services
University of California
Santa Barbara, CA 93016-1150

To the Sponsor: Ginger Shea
Oxnard School District
1051 S A St, Oxnard, CA 93030
gshea@oxnardsd.org

16. Termination

16.1 Either the University or the Sponsor may terminate this Agreement by giving at least sixty (60) days' written notice to the other. In the event of such termination, the Sponsor will pay the University for the University's actual direct and indirect costs, for the costs of non-cancellable commitments incurred prior to the date of termination, and for fair close-out related costs. If the total of such costs is less than the total of funds advanced to the University by the Sponsor, the University will return the balance to the Sponsor.

17. Publicity

17.1 Neither party will use the name, trade name, trademark, or other designation of the other party without the prior written permission of the other party. However, nothing in this Article 17 is intended to restrict either party from disclosing the existence of and nature of this Agreement (including the name of the other party) or from including any reference to the existence of and nature of this Agreement in the routine reporting of its activities.

18. Indemnification

18.1 The Sponsor shall defend, indemnify, and hold the University, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Sponsor, its officers, agents, or employees.

18.2 The University shall defend, indemnify, and hold the Sponsor, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its officers, agents, or employees.

18.3 This Article 18 will survive the termination or the expiration of this Agreement.

19. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

19.1 THE SPONSOR ACKNOWLEDGES AND AGREES THAT THE UNIVERSITY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE UNIVERSITY'S SERVICES OR THE DELIVERABLES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. THE SPONSOR ACKNOWLEDGES AND AGREES THAT THE SERVICES AND THE DELIVERABLES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED ON AN "AS IS" BASIS.

19.2 THE SPONSOR ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE UNIVERSITY'S AGGREGATE LIABILITY WILL NOT EXCEED THE AMOUNT ACTUALLY RECEIVED BY THE UNIVERSITY FROM THE SPONSOR PURSUANT TO THIS AGREEMENT.

20. Excusable Delays

20.1 The University will be excused from performance hereunder if a delay is caused by inclement weather, fire, flood, strike, or other labor dispute, acts of God, acts of governmental officials or agencies, terrorism, or any other cause beyond the control of the University. The excusable delay will be allowed for the period of time affected by the delay. If a delay occurs, the parties will revise the performance period or other provisions hereunder as appropriate.

21. Assignment and Delegation

21.1 Neither party will assign its rights, or delegate its duties, under this Agreement without the prior express written consent of the other party, provided, however, that the Sponsor may assign this Agreement to a successor in ownership of all or substantially all its business assets in the field to which this Agreement relates if such successor will expressly assume in writing the obligation to perform in accordance with the terms and conditions of this Agreement. Any other purported assignment or delegation will be void.

22. Amendments

22.1 No amendments to, or modifications or waivers of, this Agreement shall be valid unless in writing and unless signed by an authorized signatory of each party to this Agreement.

23. Additional Provisions

23.1 Not a Partnership or Joint Venture. The parties acknowledge and agree that the University is performing its obligations under this Agreement as an independent contractor. The parties, by this Agreement, do not intend to create a partnership, principal/agent, master/servant, or joint venture relationship and nothing in this Agreement shall be construed as creating such a relationship between the parties.

23.2 Severability. If any term or provision of this Agreement shall be held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement.

23.3 Recitals and Headings. The recitals herein constitute an integral part of the Agreement reached and are to be considered as such. However, the captions and headings contained in this Agreement have been inserted for reference and convenience only and in no way define, limit, or describe the text of this Agreement or the intent of any provision.

23.4 No Waiver. The waiver by either party of a breach or default of any provision of this Agreement shall not constitute a waiver of any succeeding breach, nor shall any delay or omission on the part of either party to exercise any right that it has under this Agreement operate as a waiver of such right, unless the terms of this Agreement set forth a specific time limit for the exercise thereof.

23.5 No Third Party Rights. Nothing in this Agreement is intended to make any person or entity who is not a signatory to this Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

24. Entire Agreement and Counterparts

24.1 This Agreement, and Exhibit A and Exhibit B, constitute the entire agreement and understanding between the parties and supersede all previous agreements and understandings, if any.

24.2 This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory hereto shall be bound by this Agreement until all parties named below have executed a counterpart of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the dates written below.

**OXNARD SCHOOL
DISTRICT**

**THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA**

By: _____

By: _____

Name: Lisa Franz

Name: Leila Thomas

Title: Director of Purchasing

Title: Sr. Contracts Analyst

Date: _____

Date: _____

EXHIBIT A

Statement of Work Young Writers Academy@Chavez 2023

Dates/Times: Spring break Monday-Friday March 27-April 6; 8:30 a.m. -11:45 a.m.

Students: Up to 50

Classrooms: SCWriP will staff up to 2 classes with two teachers each. Each classroom will serve 20-25 students. Classrooms will be at Chavez Elementary School, 301 North Marquita Street Oxnard, CA 93030
Schedule:

8:15 a.m. Students arrive to Chavez for breakfast (OSD staff supervise).

8:30 a.m. YWA staff pick kids up/conduct academy

10:15 a.m. snack break (supervised by YWA staff)

11:45 a.m. YWA staff turn kids over to OSD staff for lunch at Chavez

Daily Structure & Experience

- Two weeks of rich writing experiences geared at developing a community of writers:
 - Daily journal writing, modeled writing opportunities, guest presentations, walking on-campus field trip(s), and other enrichment activities/engaging experiences on CSUCI/OSD campus that lead to rich writing material
 - Instruction in peer-to-peer writing workshop throughout the Academy, with teacher mentorship
 - Exposure to a diverse array of writing genres
 - Scaffolding and support for ELD and struggling writers; new tools, techniques for advanced writers
 - Published piece, performed in front of families at final day celebration
- End result: kids see themselves as writers, see the value of writing, and are able to apply what they have learned to tackle more challenging writing tasks in the classroom

Personnel

- Two (2) Writing Project Fellows per 20-25 students. Teachers are all Writing Project Fellows who have engaged in an intensive summer study of writing and instruction of writing. Teachers engage in all writing exercises, modeling what writing process looks like – showing work, revision, process needed by all levels of writers.
- Dedicated SCWriP camp coordinator to support on-site logistics and planning

Sponsor to provide:

Translation to Spanish

- Application, flyer, press release, website

Recruitment

- Sponsor is responsible for recruiting and registering students for Young Writers Academies.
 - Sponsor will provide completed applications with signed waivers returned to **YWA at least 3 weeks prior to start date**

Class Rosters

- Sponsor to provide list of all students for each Session by grade level to **YWA at least 3 weeks prior to start date**
- Sponsor to provide any IEP documentation for students who are registered to **YWA at least 3 weeks prior to start date**

Supervision by Sponsor

- A district employee as the on-site administrator and liaison with the Young Writers
- Academy Coordinator.
- District employees to supervise bus rides, handing out meals, and meal times with students

Sponsor staff will also provide any necessary supervision after class sessions are over, including boarding buses

EXHIBIT B

Payment Schedule

On or after the date of execution, the University will invoice the Sponsor for the full amount set forth in the Agreement.

The Sponsor shall remit payment for the full invoice amount within thirty (30) days of receipt.

UNIVERSITY OF CALIFORNIA

PROOF OF SELF-INSURANCE COVERAGE

The Regents of the University of California are often requested by outside parties to provide evidence of the University's self-insurance coverage in conjunction with agreements and contracts negotiated by its employees on UC campuses and medical centers. Examples of situations where the University may be required to provide evidence of insurance include:

- Using an off-campus location to host an event, ceremony, athletic event, theatre production, practice space, job fair, educational outreach event, etc.
- Leasing or renting equipment, motor vehicle(s), or real estate
- Research grant sub-awards
- Affiliation (non-healthcare/medical related) and Professional Services Agreements

The University of California self-funds its liability exposures, so does not issue individual certificates of insurance. The UC Office of Risk Services has developed a Certificate of Self-Insurance Coverage document (COC) to illustrate the self-funded retention levels maintained for each liability program. The COC is available on-line for use by entities conducting business with the university as evidence of the self-funded retention levels, coverage terms, and limits routinely requested. The self-insurance limits accepted in each specific written agreement or contract shall be the limits that apply should a loss arise, regardless of the limits provided in the on-line Certificate of Self-Insurance Coverage document.

The UC COC Site is solely for the use and benefit of the vendors and organizations which contract with the University of California and not for resale or other transfer to or use by or for the benefit of any other person or entity. You may print copies for use within your organization, provided that you do not modify the COC in any way, nor distribute any copies outside your organization. You may not use any of the University of California's names or marks in any manner that creates the impression such names or marks belong to or are associated with you or imply any endorsement by the University of California, and you acknowledge that you have no ownership rights in and to any of these names or marks. You will not use the Site, the information contained therein or any of the University's names or marks in unsolicited mailings or spam material. You may not link directly to the COC ("deep link") or bring up or present the COC or other content of this site within another web site ("frame").

Official Correspondence must be sent via postal mail to:

Chief Risk Officer
Office of Risk Services
Office of the President
University of California
1111 Franklin St., 10th Floor
Oakland, CA 94607-5200
510-987-9832
RiskServices@ucop.edu

Please contact the local Risk Manager at the specific University of California location where you are contracting if you have insurance coverage questions:

- [Campus Risk Managers Directory](#)
- [Hospital Risk Managers Directory](#)

CERTIFICATE OF SELF-INSURANCE COVERAGE

Date: **June 15, 2022**

PRODUCER/INSURED
The Regents of the University of California
Office of the President
Office of Risk Services
1111 Franklin St., 10th Floor
Oakland, CA 94607-5200
510-987-9832

This Certificate is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Certificate. The Certificate does not amend, extend or alter the coverage described below. This Certificate may only be copied, printed and distributed by an authorized viewer for its internal use. Any other use, duplication or distribution of the Certificate without the written consent of the Regents of the University of California is prohibited.

ENTITIES AFFORDING COVERAGE

PARTICIPATION
COMPANY LETTER A **The Regents of the University of California** **100 %**

COVERAGES

THIS IS TO CERTIFY THAT THE REGENTS OF THE UNIVERSITY OF CALIFORNIA IS A GOVERNMENTAL ENTITY THAT HAS A SELF-FUNDED RETENTION FOR LIABILITIES DESCRIBED BELOW, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY WRITTEN CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY PERTAIN. THIS SELF-FUNDED PROGRAM IS SUBJECT TO ALL PROVISIONS OF THE BYLAWS AND STANDING ORDERS OF THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, WHICH DOES NOT PERMIT ANY ASSUMPTION OF LIABILITY WHICH DOES NOT RESULT FROM THE NEGLIGENT ACTS OR OMISSIONS OF ITS OFFICERS, AGENTS OR EMPLOYEES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE	Self-Insured	July 1, 2022	July 1, 2023	GENERAL AGGREGATE \$ Not applicable PRODUCTS-COMP/OP AGG \$ 5,000,000 PERSONAL & ADV INJURY \$ 5,000,000 CONTRACTUAL LIABILITY \$ 5,000,000 EACH OCCURRENCE \$ 5,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY	Self-Insured	July 1, 2022	July 1, 2023	COMBINED SINGLE LIMIT \$ Not applicable BODILY INJURY (PER PERSON) \$ 2,500,000 BODILY INJURY (PER ACCIDENT) \$ 2,500,000 PROPERTY DAMAGE \$ 2,500,000
A	PROPERTY <input checked="" type="checkbox"/> FIRE & EXTENDED PERILS	Self-Insured	July 1, 2022	July 1, 2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ Not applicable \$
A	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY	Self-Insured	July 1, 2022	July 1, 2023	STATUTORY LIMITS EACH ACCIDENT \$ As required by California Law DISEASE - POLICY LIMIT \$ As required by California Law DISEASE - EACH EMPLOYEE \$ As required by California Law

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

ADDITIONAL COVERED PARTY- AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH RESPECT TO GENERAL LIABILITY AND AUTOMOBILE LIABILITY

LOSS PAYEE - AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH RESPECT TO PROPERTY COVERAGE

**CERTIFICATE HOLDER
APPLICABLE PARTY AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**

CANCELLATION

SHOULD THE REGENTS ELECT TO DISCONTINUE SELF-INSURING ITS LIABILITIES, THE REGENTS WILL UPDATE PROOF OF SELF-INSURANCE ON ITS WEBSITE. THE REGENTS SHALL NOT BE OBLIGATED TO PROVIDE INDIVIDUAL NOTICE TO VENDORS OR OTHERS.

By:



KEVIN CONFETTI, AVP & CHIEF RISK OFFICER

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 15, 2023

Agenda Section: Section C: Special Education Agreement

**Approval of Agreement #23-01 - Ventura County Office of Education/SELPA
(DeGenna/Jefferson)**

Ventura County Office of Education/SELPA will provide Orientation and Mobility Specialist Services to the Special Education Services Department during the 2023-2024 school year.

Term of Agreement: July 1, 2023 through June 30, 2024

FISCAL IMPACT:

Not to exceed \$3,439.12 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-01 with Ventura County Office of Education/SELPA.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-01, Ventura County Office of Education/SELPA \(3 Pages\)](#)



INTER-DISTRICT SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made and entered into _____ by and between _____ (Date)

_____ (hereinafter referred to as "Local Educational Agency" or "LEA") and _____ (District or Charter School)

Ventura County Office of Education (hereinafter referred to as "VCOE"). VCOE and LEA may be referred to herein individually as a "Party" and collectively as the "Parties."

LEA
Street Address
City, State, Zip code

Contact Name
Contact Telephone Number
Contact E-mail Address

Services. Services will be provided as described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference.

Payment. All payments will be made after receipt of invoice, net 30 days.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor.

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

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

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

Compliance with Laws. VCOE hereby agrees that VCOE, officers, agents, employees, and subcontractors of VCOE shall obey all local, state, and federal laws and regulations in the performance of this Agreement.

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

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

Fingerprinting. VCOE shall ensure that VCOE and any employee who interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a school employee, has a current valid criminal records summary as described in California Education Code section 44237.

Tuberculosis. VCOE shall ensure that any employee who interacts with students has submitted to VCOE a tuberculosis risk assessment or has been examined to determine that he or she is free of infectious tuberculosis.

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

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

If the unresolved dispute is not resolved the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the next section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

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

Indemnification.

- a. If VCOE and LEA each participate in the VCSSFA, each party therefore collectively indemnifies and defends the other for general liability coverage under the VCSSFA self-insurance program.
b. VCOE will indemnify LEAs not participating in the VCSSFA as follows: VCOE shall defend, indemnify and hold LEA and its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of VCOE, its officials, administrators, managers, employees or agents.

Inter-District Agreement for Services

- c. LEA not participating in VCSSFA will indemnify VCOE as follows: LEA shall defend, indemnify and hold VCOE, its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys’ fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of LEA, its governing board, officials, administrators, managers, employees or agents.

Insurance.

- a. If VCOE and LEA participate in the VCSSFA, each party therefore collectively self-insure for general liability and property coverage, or have been afforded coverage as Additional Covered Parties, under the VCSSFA self-insurance programs. VCOE also self-insures for workers’ compensation coverage.
- b. LEAs not participating in the VCSSFA must maintain coverages commensurate with its operations and activities.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

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

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

VCOE Department Administrator	VCOE Signature	Date
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VCOE Executive Director Internal Business Services	VCOE Signature	Date
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Local Educational Agency Approval

<u>Lisa A. Franz, Director, Purchasing</u>	<hr/>	<hr/>
LEA Business Office Administrator	Signature	Date

STATEMENT OF WORK

Term (required). The term of this Agreement shall commence on _____ and terminate on _____. The parties may agree to annual extensions after expiration of the initial term.

Fees (required).

Estimated Compensation or Cost for Services (see below)	\$ _____
Other Ancillary Cost or fees, as applicable	\$ _____
Total not to Exceed	\$ _____

DESCRIPTION OF WORK (required):

WORK SCHEDULE (if applicable):

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 15, 2023

Agenda Section: Section C: Special Education Agreement

**Approval of Agreement #23-02 - Ventura County Office of Education/SELPA
(DeGenna/Jefferson)**

Ventura County Office of Education/SELPA will provide Physical Therapy Specialist Services to the Special Education Services Department during the 2023-2024 school year.

Term of Agreement: July 1, 2023 through June 30, 2024

FISCAL IMPACT:

Not to exceed \$28,366.49 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-02 with Ventura County Office of Education/SELPA.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-02, Ventura County Office of Education/SELPA SELPA \(3 Pages\)](#)



INTER-DISTRICT SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made and entered into _____ by and between _____ (Date)

_____ (hereinafter referred to as "Local Educational Agency" or "LEA") and _____ (District or Charter School)

Ventura County Office of Education (hereinafter referred to as "VCOE"). VCOE and LEA may be referred to herein individually as a "Party" and collectively as the "Parties."

LEA
Street Address
City, State, Zip code

Contact Name
Contact Telephone Number
Contact E-mail Address

Services. Services will be provided as described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services.

Payment. All payments will be made after receipt of invoice, net 30 days.

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

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

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

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

Compliance with Laws. VCOE hereby agrees that VCOE, officers, agents, employees, and subcontractors of VCOE shall obey all local, state, and federal laws and regulations in the performance of this Agreement.

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

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

Fingerprinting. VCOE shall ensure that VCOE and any employee who interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a school employee, has a current valid criminal records summary as described in California Education Code section 44237. When VCOE performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to any local educational agency that it is contracting with pursuant to the subsequent arrest service.

Tuberculosis. VCOE shall ensure that any employee who interacts with students has submitted to VCOE a tuberculosis risk assessment or has been examined to determine that he or she is free of infectious tuberculosis.

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

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

If the unresolved dispute is not resolved the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the next section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

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

Indemnification.

- a. If VCOE and LEA each participate in the VCSSFA, each party therefore collectively indemnifies and defends the other for general liability coverage under the VCSSFA self-insurance program.
b. VCOE will indemnify LEAs not participating in the VCSSFA as follows: VCOE shall defend, indemnify and hold LEA and its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of VCOE, its officials, administrators, managers, employees or agents.

Inter-District Agreement for Services

- c. LEA not participating in VCSSFA will indemnify VCOE as follows: LEA shall defend, indemnify and hold VCOE, its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys’ fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of LEA, its governing board, officials, administrators, managers, employees or agents.

Insurance.

- a. If VCOE and LEA participate in the VCSSFA, each party therefore collectively self-insure for general liability and property coverage, or have been afforded coverage as Additional Covered Parties, under the VCSSFA self-insurance programs. VCOE also self-insures for workers’ compensation coverage.
- b. LEAs not participating in the VCSSFA must maintain coverages commensurate with its operations and activities.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

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

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

VCOE Department Administrator	VCOE Signature	Date
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VCOE Executive Director Internal Business Services	VCOE Signature	Date
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Local Educational Agency Approval

<u>Lisa A. Franz, Director, Purchasing</u>	<hr/>	<hr/>
LEA Business Office Administrator	Signature	Date

STATEMENT OF WORK

Term (required). The term of this Agreement shall commence on _____ and terminate on _____. The parties may agree to annual extensions after expiration of the initial term.

Fees (required).

Estimated Compensation or Cost for Services (see below)	\$ _____
Other Ancillary Cost or fees, as applicable	\$ _____
Total not to Exceed	\$ _____

DESCRIPTION OF WORK (required):

WORK SCHEDULE (if applicable):

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort, Ed.D.

Date of Meeting: March 15, 2023

Agenda Section: Section C: Support Services Agreement

Approval of Letter of Intent to Award Agreement #23-03 with Crown Castle Fiber for Wide Area Network Digital Transmission Services E-Rate 2023-2026 (Aguilera-Fort/Garibay)

RFP's were solicited per RFP #22-03 for Wide Area Network services pursuant to Public Contract Code 20110. Three proposals were received and opened on February 24, 2023 at 4:00 PM. All bids were evaluated against criteria outlined in RFP #22-03 and the winning bidder was identified. It is requested that the Board of Trustees approve Agreement #23-03 to Crown Castle Fiber as the responsive and responsible bidder.

This is a continuation of our existing arrangement for Wide Area Network Digital Transmission Services. The agreement will be for a period of 3 years with an option of extending the contract with two (2) – one (1) year term contracts. Effective July 1, 2023 through June 30, 2026. E-Rate will fund a portion of the cost of this agreement based on the District's annual qualifying FRMP (Free and Reduced Meal Program) which is currently at 90%.

Term of Agreement: July 1, 2023 through June 30, 2026

FISCAL IMPACT:

\$364,800.00 per year (\$30,400.00 per month): \$328,320.00 – E-Rate Funds; \$36,480.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Superintendent, and the Interim Chief Information Officer, that the Board of Trustees approve Agreement #23-03 with Crown Castle Fiber.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-03, Crown Castle \(7 Pages\)](#)
[Letter of Intent \(1 page\)](#)
[Flexible Private Line Supplement \(6 Pages\)](#)
[Proposal \(4 Pages\)](#)

MASTER TELECOMMUNICATIONS LICENSE AGREEMENT

LICENSEE:	Oxnard School District
Address:	1051 S A St, Oxnard, CA 93030
State of Organization:	California

This **MASTER TELECOMMUNICATIONS LICENSE AGREEMENT** is effective as of the last date of execution below ("**Effective Date**") by and between **CROWN CASTLE FIBER LLC** ("**Crown Castle**" or "**Company**"), and Licensee (as named above). This Master Telecommunication License Agreement and any and all Supplements (as defined herein) and exhibits hereto are collectively referred to as the "**Agreement**". Crown Castle and Licensee are collectively referred to as the "**Parties**" or individually as a "**Party**".

1. PRODUCTS, ORDER FORMS, AND SUPPLEMENTS.

1.1 Products and Order Forms. This Agreement applies to each telecommunications facility, or product, provided or licensed by Crown Castle to Licensee (each a "**Product**"). Each Product will be specified in an order form executed by the Parties (each an "**Order Form**"). Purchase orders issued by Licensee shall not be deemed to amend, modify or supplement this Agreement or any Order Form issued hereunder and shall not be legally binding on Crown Castle unless otherwise agreed in writing by Crown Castle.

1.2 Supplements. From time to time, the Parties may execute one or more supplements to this Agreement that may contain technical specifications, service level objectives, and other terms and conditions applicable to specific types of Products (each a "**Supplement**"). Upon execution by the Parties, each such Supplement shall be incorporated into this Agreement. In the event Crown Castle and Licensee have not executed a Supplement or Service Level Agreement applicable to the type of product contemplated by an Order Form, then the product-specific portion of the then-current version of the "Crown Castle Terms and Conditions" available at <https://fiber.crowncastle.com/crown-castle-telecommunications-license-terms-and-conditions.pdf> ("**Online Terms**"), shall apply.

1.3 Crown Castle Affiliates. At Crown Castle's option, Products may be provided or licensed by Crown Castle, or by an Affiliate of Crown Castle. Any charges or other amounts received by the Crown Castle under this Agreement, to the extent attributable to Products provided or licensed by an Affiliate of Crown Castle, shall be received by Crown Castle in its capacity as an agent on behalf of such Affiliate. Internet access will be provided by Crown Castle's affiliate, Crown Castle Fiber Enterprise LLC. In addition, Order Forms may be executed by an Affiliate of Crown Castle, and in such event, any and all references to "Crown Castle" herein shall be deemed to be a reference to the applicable Affiliate of Crown Castle that executed such Order Form. The term "**Affiliate**" as used hereunder shall mean, with respect to either Party, any entity controlled by, in control of, or under common control with such Party.

2. TERM.

2.1 Agreement Term. The term of this Agreement commences on the Effective Date, and continues through the later of (i) five (5) years from Effective Date, or (ii) latest expiration of active Order Forms, unless earlier terminated as provided herein. This Agreement is a set of general terms and conditions, and does not obligate either Party to provide or pay for any Product other than as reflected in a particular Order Form executed by the Parties.

2.2 Product Term. The term (each a "**Product Term**") for each Product begins on the Acceptance Date (as defined below) applicable to such Product, and remains in effect until the expiration of the initial Product Term specified in the applicable Order Form unless earlier terminated as provided herein. The Product Term shall automatically extend for consecutive month-to-month terms, unless either Party notifies the other of its intent not to renew at least thirty (30) days prior to the expiration of the then-current initial or renewal Product Term.

2.3 Acceptance Date. The "**Acceptance Date**" for each Product shall be the earliest of (a) the date on which Licensee delivers written notice of acceptance, (b) the date on which Licensee begins to use the Product, other than for testing purposes, or (c) the fifteenth (15th) calendar day following Crown Castle's delivery of notice of the installation of the Product (such notice, a "**Connection Notice**"), unless Licensee notifies Crown Castle in writing within said two-day period of a Defect in the Product, specifying in detail the nature of such Defect. A "**Defect**" exists if the Product fails to perform materially in accordance with its technical specifications as set forth in the applicable Supplement ("**Specifications**"). Upon receipt of notice of a Defect, Crown Castle and Licensee shall work cooperatively to promptly remedy such Defect, and Crown Castle shall deliver another Connection Notice, whereupon the process described in the first sentence of this Section shall apply again. If the Acceptance Date is delayed as a result of any failure, act or omission of Licensee, Crown Castle will give Licensee written notice to cure such failure within five (5) calendar days. If Licensee fails to cure within such period, the Acceptance Date will be deemed to be the end of such five (5) calendar-day period.

3. PAYMENT TERMS.

3.1 Charges. Crown Castle will invoice Licensee for any non-recurring charge (“NRC”) associated with the Product upon or after execution of the applicable Order Form. The monthly-recurring charge (“MRC”) associated with the Product shall begin to accrue on the Acceptance Date of such Product. Crown Castle will invoice Licensee the MRC associated with the Product in advance, except Crown Castle will invoice Licensee usage based charges (if any) associated with the Product in arrears. An MRC for a partial month will be pro-rated. Licensee shall be responsible for payment of the MRC for the entire Product Term specified in the applicable Order Form.

3.2 Payments; Late Payments. Licensee shall pay each invoice within thirty (30) days of the date of the invoice (the “Due Date”), without setoff or deduction. In the event Licensee fails to make any payment by the Due Date, Licensee shall pay a late charge on all past due amounts at the rate of one and one-half percent (1.5%) per month, compounded monthly (or, if lower, the maximum rate allowed by law). Further, Crown Castle shall be entitled to recover from Licensee all collection costs, including attorney fees.

3.3 Disputed Payments. Licensee may in good faith dispute charges set forth in an invoice, provided Licensee notifies Crown Castle of such dispute in writing no later than sixty (60) days after the date of the invoice. Failure of Licensee to so notify Crown Castle of any dispute shall constitute a waiver by Licensee of any dispute. In the event Licensee so disputes any amount in good faith, Licensee must submit a documented claim in writing for the disputed amount and pay the undisputed amounts in accordance with Section 3.2. Licensee shall submit all documentation as may reasonably be required to support the claim. If the dispute is resolved in favor of Licensee and Licensee previously paid the disputed amount to Crown Castle, Crown Castle will apply a credit to Licensee’s account in the amount of the dispute. If the dispute is resolved in Crown Castle’s favor and Licensee has withheld the disputed amount, Licensee must pay the disputed amount (together with the late payment charge pursuant to Section 3.2) within five (5) business days following notice of the resolution of the dispute.

4. TAXES AND FEES.

4.1 Taxes and Fees. All charges set forth in an Order Form(s) are exclusive of, and Licensee shall be responsible for and agrees to pay, any and all applicable international, federal, state and local use, excise, sales, value added, consumption, gross receipts, access, franchise and other taxes, fees, assessments, duties and surcharges (including, without limitation, any universal service fund surcharge) levied or imposed upon Crown Castle or Licensee in connection with the provision, sale or use of the Product or facility furnished to Licensee and which Crown Castle is required or permitted to collect from Licensee (collectively referred to as “Taxes”). Licensee shall not be responsible for, and Taxes will not include, taxes on Crown Castle’s net income. If Licensee believes it is exempt from Taxes, Licensee shall provide Crown Castle with a valid and duly executed exemption certificate and any other information with respect to such exemption as Crown Castle may require; such certificate will be honored from the date that Crown Castle receives such certificate and additional information from Licensee. If any such exemption is ruled invalid by the tax or governmental authority for any reason, Licensee shall reimburse Crown Castle for any Taxes, including without limitation any penalties and interest, arising from or in connection with such invalid claim of exemption.

4.2 REIT Status. Licensee acknowledges that: (i) Crown Castle is directly or indirectly owned in whole or in part by an entity (“REIT Owner”) that qualifies as a “real estate investment trust” (“REIT”) under Sections 856 through 860 of the Internal Revenue Code of 1986, as amended (the “Code”); and (ii) Crown Castle and REIT Owner are therefore subject to operating and other restrictions under the Code. The Parties intend that this Agreement shall constitute a lease of the Products for purposes of Section 856 of the Code, and the Parties shall not take any position on any tax return inconsistent therewith except as required by law.

5. CROWN CASTLE EQUIPMENT AND NETWORK; LICENSEE EQUIPMENT.

5.1 Crown Castle Equipment; Crown Castle Network. The telecommunications devices, apparatus and associated equipment owned, leased, or otherwise obtained by Crown Castle to provide Products (“Crown Castle Equipment”) and Crown Castle’s fiber optic cable network and associated optical/electronic equipment used to deliver Products, whether owned, leased or otherwise obtained by Crown Castle (the “Crown Castle Network”) shall remain the sole and exclusive property of Crown Castle notwithstanding that it may be or become attached or affixed to real property, and nothing contained herein or in any Order Form grants or conveys to Licensee any right, title or interest in any Crown Castle Equipment or the Crown Castle Network. Licensee may not, and may not permit others to, alter, adjust, encumber, tamper, repair, rearrange, change, remove, relocate, or damage any Crown Castle Equipment or the Crown Castle Network without the prior written consent of Crown Castle. Licensee may not cause any liens to be placed on any Crown Castle Equipment or the Crown Castle Network, and will cause any such liens to be removed within ten (10) days of Licensee’s knowledge thereof. Licensee shall be liable to Crown Castle for any loss or damage to the Crown Castle Equipment or Crown Castle Network caused by Licensee or Licensee’s employees, contractors, agents or end users. Nothing herein shall prevent Crown Castle from using the Crown Castle Network and Crown Castle Equipment to provide products to other customers.

5.2 Extension of Network. To the extent an Order Form requires Crown Castle to complete construction, extend the Crown Castle Network and/or obtain additional Underlying Rights, Licensee shall use commercially reasonable efforts to assist Crown Castle in obtaining such Underlying Rights as necessary to provide the Product. Crown Castle may, without liability to either Party, terminate a Product prior to delivery, if Crown Castle encounters unexpected construction costs, or unavailability of or excess costs for Underlying Rights, that make the construction economically or legally unfeasible. Following the Acceptance Date of the Product, in the event that Crown Castle is unable to maintain any necessary Underlying Rights without incurring additional costs, unless Licensee bears the costs of obtaining such Underlying Rights, Crown Castle may cancel the applicable Order Form and shall incur no liability to Licensee hereunder. Without limiting the foregoing, Crown Castle shall not be deemed to be in breach of this Agreement for its failure to meet any anticipated Product installation or delivery date if such failure is caused, in whole or in part, by (i) a Force Majeure Event, (ii) failure to obtain, or delay in obtaining, any required Underlying

Rights, (iii) construction delays, or (iv) any other circumstances beyond the control of Crown Castle. “Underlying Rights” means any and all agreements, licenses, conduit use agreements, pole attachment agreements, leases, easements, rights-of-way, franchises, permits, governmental and regulatory approvals and authorizations, and other rights, consents, and approvals that are necessary to construct, install, maintain, operate, and repair the Crown Castle Network and/or for Crown Castle to provide a Product other than building access rights described in Section 7.1. Without limiting the foregoing, Underlying Rights include agreements for Off-Net Products that are necessary for Crown Castle to provide a Product. “Off-Net Products” shall mean any products provided by a third-party. “On-Net Products” shall mean Products that use transmission and related facilities owned and controlled by Crown Castle.

5.3 Licensee Equipment. Licensee shall, at its own expense, procure any equipment necessary to implement or receive each Product (“Licensee Equipment”). Crown Castle will have no obligation to install, maintain, or repair Licensee Equipment. Promptly upon notice from Crown Castle, Licensee shall eliminate any hazard, interference or Product obstruction that any such Licensee Equipment is causing or may cause as reasonably determined by Crown Castle.

6. MAINTENANCE.

6.1 Scheduled Maintenance. Crown Castle will endeavor to conduct (or cause to be conducted) scheduled maintenance that is reasonably expected to interrupt the Product between 12:00 midnight and 6:00 a.m. local time or, upon Licensee’s reasonable request, at a time mutually agreed to by Licensee and Crown Castle. Crown Castle will use commercially reasonable efforts to notify Licensee of scheduled maintenance that is reasonably expected to interrupt the Product via telephone or e-mail, no less than five (5) days prior to commencement of such maintenance activities. Licensee shall provide a list of Licensee contacts for maintenance and escalation purposes, which may be included on the Order Forms, and Licensee shall provide updated lists to Crown Castle, as necessary.

6.2 Emergency Maintenance. Crown Castle may perform emergency maintenance in its reasonable discretion, with or without prior notice to Licensee, to preserve the overall integrity of the Crown Castle Network. Crown Castle will notify Licensee as soon as reasonably practicable of any such emergency maintenance activity that materially and adversely impacts a Product.

6.3 Product Issues. Licensee may notify Crown Castle’s Network Operating Center (“NOC”) of Product problems by telephone 888-LT-FIBER, or at the contacts listed in Crown Castle’s Customer Support Information provided to Licensee, which may be updated by Crown Castle from time to time. If Crown Castle dispatches a field technician to Licensee or an end-user location and the problem is caused by (i) the Licensee Equipment or any end-user’s equipment or (ii) any acts or omissions of Licensee or its end user, or of any of its or their invitees, licensees, customers or contractors, Licensee will pay Crown Castle for any and all associated time and materials at Crown Castle’s then-standard rates.

7. IMPLEMENTATION REQUIREMENTS.

7.1 Access to Premises. Unless otherwise provided for in the applicable Order Form, Licensee, at its own expense, shall secure throughout the Product Term any easements, leases, licenses or other agreements necessary to allow Crown Castle to use pathways into and in each building at which Licensee’s or its end-user’s premises is located, to the Demarcation Point. Such access rights shall grant to Crown Castle the right to access such premises to the extent reasonably requested by Crown Castle to install, maintain, repair, replace and remove any and all equipment, cables or other devices Crown Castle deems necessary to provide the Product. Upon expiration or termination of the applicable Product Term, Licensee shall grant Crown Castle access to its premises as necessary to enable Crown Castle to remove the Crown Castle Equipment. Crown Castle, its employees, contractors and agents shall have access to any Crown Castle Equipment or facilities at a Licensee or end user premises. Notwithstanding anything to the contrary herein, Crown Castle shall have no liability for any delay or failure in its performance to the extent caused by any delay or failure of Licensee (including, but not limited to, the failure to provide Crown Castle prompt access) and/or caused by any notice or access restrictions or requirements. “Demarcation Point” shall mean the network interface point where Crown Castle hands off the Product to Licensee. The Demarcation Point delineates where responsibility for the Parties’ respective networks, equipment and/or maintenance obligations begin and end. Licensee is responsible, at its sole cost and expense, for connecting to the Demarcation Point.

7.2 Space and Power. Licensee shall procure and make available to Crown Castle, at Licensee’s locations and at end user locations where a Product is provided or licensed, at Licensee’s sole cost and expense, adequate space, AC power and HVAC for Crown Castle Equipment.

8. DEFAULT & REMEDIES

8.1 Default By Licensee; Suspension. In the event (i) Licensee fails to timely and fully make any payment required hereunder, and such payment breach is not cured within five (5) days after written notice thereof, or (ii) Licensee breaches any other provision of this Agreement and such breach is not cured within thirty (30) days after receipt of written notice thereof, then Crown Castle may, at its sole option, either (a) terminate any and all Products, (b) suspend the affected Product to which the breach is related without further notice to Licensee, and/or (c) pursue any other remedies available to Crown Castle at law, or in equity.

8.2 Default By Crown Castle. Licensee may terminate a Product in the event Crown Castle breaches this Agreement with respect to such Product and such breach is not cured within thirty (30) days after Crown Castle’s receipt of written notice thereof, provided that if a breach subject to this Section 8.2 cannot be cured within thirty (30) days, but is capable of being cured within a reasonable time thereafter, then Licensee may not terminate the Product if Crown Castle commences to cure within said thirty (30) days and thereafter diligently and

continuously pursues such cure to completion, or Crown Castle provides Licensee reasonable assurance that the same breach to the same Product will not subsequently occur.

9. INSURANCE.

9.1 Insurance. Each Party shall procure and maintain the following insurance coverage:

- **Commercial General and Umbrella Liability Insurance.** Commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$5,000,000 for each occurrence. CGL insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. Each Party shall name the other Party as an additional insured to provide coverage for the additional insured on a primary and non-contributory basis. The coverage provided to the additional insured shall apply to the extent of the indemnification obligation identified in paragraphs 10.2.
- **Workers Compensation Insurance.** Workers compensation and employers liability insurance as required by the laws and regulations applicable to the employees who are engaged in the performance of any activities hereunder or under an Order Form.

9.2 Type and Proof of Insurance. The insurance coverage required by this Section 9 shall be obtained on an occurrence basis from carriers having a Best Rating Product rating of A- or better. Upon request, a Party will provide the other Party a certificate of insurance or other proof of such insurance.

10. LIMITATION OF LIABILITY; INDEMNIFICATION.

10.1. LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OF DATA, OR LOST BUSINESS, REVENUE, PROFITS OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT OR ANY PRODUCT OR ANY ORDER FORM, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

CROWN CASTLE'S TOTAL LIABILITY TO LICENSEE IN CONNECTION WITH THIS AGREEMENT FOR ANY AND ALL CAUSES OF ACTION AND CLAIMS, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS, SHALL BE LIMITED TO THE LESSER OF: (A) PROVEN DIRECT DAMAGES OR (B) THE AGGREGATE AMOUNT OF PAYMENTS MADE BY LICENSEE TO CROWN CASTLE FOR THE AFFECTED PRODUCT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE MONTH IN WHICH THE CIRCUMSTANCES GIVING RISE TO THE CLAIM OCCURRED. IN NO EVENT SHALL CROWN CASTLE BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE ACTS OR OMISSIONS OF UNAFFILIATED THIRD PARTIES, INCLUDING UNDERLYING PRODUCT PROVIDERS, OR ANY THIRD-PARTY EQUIPMENT OR PRODUCTS NOT PROVIDED OR LICENSED BY CROWN CASTLE.

10.2. Indemnification. Except to the extent of the other Party's negligence or willful misconduct, each Party shall indemnify, defend, release, and hold harmless the other Party, its Affiliates, directors, members, officers, employees, managers, agents, representatives, and contractors (collectively, "Indemnitees") from and against any third-party action, claim, suit, judgment, damage, demand, loss, or penalty, and any cost or expense associated therewith (including but not limited to reasonable attorneys' fees, expert fees and costs) (collectively, "Claims") imposed upon such Indemnitee(s) by reason of damage to real or tangible personal property or for bodily injury, including death, as a result of any willful misconduct or negligent act or omission on the part of the indemnifying Party in connection with the performance of this Agreement. In addition to the foregoing, Licensee shall indemnify, defend, release, and hold harmless Crown Castle and its Indemnitees from and against any third-party Claims brought against such Crown Castle and its Indemnitees arising from or in connection with Licensee's (or its end users') unlawful use of a Product.

10.3. Indemnification Process. If a Party ("Indemnifying Party") is required to indemnify the other Party ("Indemnified Party") pursuant to Section 10.2, the Indemnified Party shall promptly notify the Indemnifying Party. The Indemnifying Party will be permitted to assume primary control of the defense of the action with counsel of the Indemnifying Party's choice. The Indemnified Party will cooperate in the defense of the action as requested by the Indemnifying Party. The Indemnified Party may, but shall not be required to, participate in the defense of the action with its own counsel, at its own expense. The Indemnifying Party will assume the cost of the defense on behalf of the Indemnified Party and its Affiliates (other than the expense of Indemnified Party's counsel pursuant to the immediately preceding sentence) and will pay all expenses and satisfy all judgments which may be incurred or rendered against the Indemnified Party or its Affiliates in connection therewith, provided that without the Indemnified Party's written consent, the Indemnifying Party shall not enter into or acquiesce to any settlement containing any admission of or stipulation to any guilt, fault, or wrongdoing on the part of the Indemnified Party, which would otherwise adversely affect the Indemnified Party, or which results in less than a full release of all claims.

11. REPRESENTATIONS AND WARRANTIES.

11.1 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CROWN CASTLE MAKES NO REPRESENTATIONS AND WARRANTIES UNDER THIS AGREEMENT, EITHER EXPRESS, IMPLIED OR STATUTORY, AND CROWN CASTLE HEREBY

EXPRESSLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, (i) NON-INFRINGEMENT, (ii) IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND (iii) PERFORMANCE OR INTEROPERABILITY OF THE PRODUCT WITH ANY LICENSEE OR END-USER EQUIPMENT. NO WARRANTY IS MADE OR PASSED ON WITH RESPECT TO ANY PRODUCTS OR SERVICES PROVIDED BY OR FURNISHED BY ANY THIRD PARTY.

11.2 Each Party represents and warrants to the other that (a) it has the full right and authority to enter into, execute, deliver and perform its obligations under this Agreement, (b) it will comply with all applicable federal, state and local laws, statutes, rules and regulations in connection with the provision and use of the Products (including but not limited to the FCC’s “intermediate provider” requirements, 47 CFR § 64.2119, where applicable), and (c) this Agreement constitutes a legal, valid and binding obligation of such Party enforceable against such Party in accordance with its terms.

12. CONFIDENTIALITY; SERVICE MARKS; PUBLICITY.

12.1 Confidentiality. Neither Party, without the other Party’s prior written consent, shall disclose to any third party, including but not limited to its customers or prospective customers, any information supplied to it relating to the disclosing Party, its Affiliates, and/or its customers by the other Party which has been designated as confidential, proprietary or private or which, from the circumstances, in good faith should be treated as confidential (“Proprietary Information”). Proprietary Information shall not include any of the following: (i) information that has been, or is subsequently, made public by the disclosing Party; (ii) information that is independently developed by the receiving Party; and (iii) information that has been previously known by or disclosed to the receiving Party by a third party not bound by confidentiality restrictions. Pricing information exchanged in connection with this Agreement, or included in any Order Form hereunder, and the terms and conditions of this Agreement, are hereby designated as confidential without further obligation on the part of either Party to mark or designate it as such. Neither Party shall permit any of its employees, Affiliates nor representatives to disclose Proprietary Information to any third person, and it shall disclose Proprietary Information only to those of its employees, Affiliates, and representatives who have a need for it in connection with the use or provision of Products required to fulfill this Agreement. If a receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then to the extent permitted by applicable law, such receiving Party shall provide the disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. Upon receipt of written notice of the requirement to disclose Proprietary Information, the disclosing Party, at its expense, may then either seek appropriate protective relief in advance of such requirement to prevent all or part of such disclosure or shall waive the receiving Party’s compliance with the requirements of the foregoing sentence with respect to all or part of such Proprietary Information.

12.2 Service Marks, Trademarks and Publicity. Neither Party shall: (a) use the name, service mark, trademark, trade name, logo, or trade dress of the other Party; or (b) refer to the other Party in connection with any advertising, promotion, press release or publication, unless it obtains the other Party’s prior written approval.

13. ASSIGNMENT. Neither Party will assign or transfer this Agreement or any license or Order Form hereunder without the other Party’s prior written consent, such consent not to be unreasonably withheld. Any assignment made in violation of this requirement shall be void and invalid. Notwithstanding the foregoing, either Party may assign this Agreement without the other Party’s consent to a person or entity (i) that controls, is controlled by or is under common control with the assigning Party, (ii) which purchases all or substantially all of its assets or equity, or (iii) resulting from any merger, consolidation or other reorganization involving such Party.

14. FORCE MAJEURE. Neither Party shall be liable, nor shall any credit or other remedy be extended, for any delay or failure to fulfill any obligation under this Agreement or any Order Forms due to any cause beyond a Party’s reasonable control, including, but not limited to: acts of God, flood, extreme weather, fire, natural calamity, terrorism, any moratorium, law, order, regulation, action or inaction of any governmental entity or civil or military authority, power or utility failures, fiber or cable cuts caused by third parties, unavailability of rights-of-way, national emergencies, insurrection, riots, wars, strikes, lock-outs, work stoppages or other labor difficulties, pole hits, or material shortages (each a “Force Majeure Event”).

15. NOTICES. Any request to terminate this Agreement, or any claim for breach thereof, shall be in writing and transmitted either via (i) overnight courier or hand delivery, or (ii) certified or registered mail, postage prepaid and return receipt requested, to the other Party at the following address. Notices shall be deemed delivered upon receipt.

Address for Licensee Notices:

Oxnard School District
1051 S A Street
Oxnard, CA 93030
Attention: Legal Department

Address for Crown Castle Notices:

Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317
Attention: Legal Department – Networks

A Party may change the address for notices by notice to the other Party provided pursuant to this Section 15. All other notices, requests, or communications may be transmitted by email as specified in the relevant invoice or Order Form, at <http://fiber.crowncastle.com/support>, or as otherwise directed by Crown Castle.

16. MISCELLANEOUS

16.1 Governing Law. This Agreement shall be governed by the laws of the State of California without regard to its choice of law principles.

16.2 No Third-Party Beneficiaries. The covenants, undertakings, and agreements set forth in this Agreement are solely for the benefit of and enforceable by the Parties or their respective successors or permitted assigns. It is the explicit intention of the Parties hereto that no person or entity other than the Parties (and, with respect to the provisions of Section 10, the Indemnitees) is or shall be entitled to any legal rights under this Agreement.

16.3 Relationship of the Parties. The relationship between the Parties hereunder is not that of partners or agents for one another and nothing contained in this Agreement shall be deemed to constitute or create a partnership, joint venture or similar relationship. Nothing in this Agreement shall be construed to authorize either Party to represent the other Party for any purpose whatsoever without the prior written consent of such other Party.

16.4 Order of Precedence. If any conflict or contradiction exists between these general terms and conditions and a Supplement, the terms of a Supplement will control. If any conflict or contradiction exists between a Supplement and the terms of an Order Form, the terms of the Order Form will control. If any conflict or contradiction exists between these general terms and conditions and the terms of an Order Form, the terms of the Order Form will control.

16.5 Non-Exclusivity. This Agreement is non-exclusive. Both Parties may enter into similar arrangements with others, and Crown Castle may, as part of its normal business undertakings, actively market its products to any person or entity anywhere in the world, including but not limited to in competition with Licensee and/or Licensee's end users.

16.6 Non-Waiver. The waiver by any Party hereto of a breach or a default under any of the provisions of this Agreement, any Supplement or any Order Form, or the failure of any Party, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder shall not thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provision, right or privilege hereunder.

16.7 Survival. The terms and provisions contained in this Agreement that by their nature and context are intended to survive the performance thereof by the Parties hereto shall so survive the completion of performance and termination or early termination of this Agreement, including, without limitation, provisions for indemnification, confidentiality, and the making of payments due hereunder.

16.8 Headings. Section and subsection headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

16.9 Severability; Void or Illegal Provisions. If any part of this Agreement, Supplement or an Order Form shall be determined to be invalid or unenforceable by a court of competent jurisdiction, said part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of this Agreement or such Order Form. The remainder of this Agreement will continue in full force and effect insofar as it remains a workable instrument to accomplish the intent and purposes of the Parties. The Parties will replace the severed provision with a provision that reflects the initial intention of the Parties.

16.10 Entire Agreement; Amendment. This Agreement, including all Supplements, Order Forms, exhibits and addenda attached hereto is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings and agreements, whether oral or written, with respect to such subject matter. This Agreement may be amended only by a written instrument executed by the Parties.

16.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. The Parties agree that fully-executed electronic copies or facsimile copies of this Agreement and corresponding Order Forms are legally binding and shall act as originals for the purpose thereof.

16.12 Disconnection Notice Requirement. Licensee shall submit all requests for disconnection of Products in writing to Crown Castle. The effective date of any such disconnection will be the later of (i) thirty (30) days from Crown Castle's receipt of such disconnection request, or (ii) the date requested by Licensee in the disconnection request. Each disconnection request must specify the Licensee name and address, email address and telephone number of the person authorizing the disconnect, the circuit ID for the Product to which the disconnect request applies, the product type, and requested disconnection date. Upon termination of a Product, Crown Castle shall have the right (but not the obligation) to act on behalf of and as agent for Licensee to terminate all cross-connects relating to such Product, including cross-connects ordered by Licensee. Upon request Licensee shall confirm to the applicable supplier of the cross-connect(s) that Crown Castle is authorized to terminate such cross-connects on Licensee's behalf. Disconnections shall not affect Licensee's obligation to make payments as agreed in each Order Form.

The Parties have executed this Agreement as of the last date of execution below.

LICENSEE:

CROWN CASTLE FIBER LLC

By: _____

By: _____

Print Name: Lisa A. Franz

Print Name: _____

Title: Director of Purchasing

Title: _____

Date: _____

Date: _____



March 3, 2023

Crown Castle
Attn: Jim Brown
226 N. Lincoln Ave.
Corona, CA 92882

To Whom It May Concern:

This letter will confirm Oxnard School District's decision to enter into agreement to purchase Wide Area Network (WAN) Digital Transmission Service from Crown Castle not to exceed the amount of \$364,800.00 annually. This agreement is for the term of 36 months (07/01/2023 to 06/30/2026) as specified in the attached specifications and price quotation.

The procurement of these product(s)/service(s) will be dependent upon the award of associated E-Rate funding and a purchase order for the District's portion will be issued upon receipt of an approved Funding Commitment Decision Letter (FCDL).

This project is 100% contingent upon the approval of E-Rate funding from the Universal Service Fund Schools and Libraries Program. Even after award of projects, the Oxnard School District may or may not proceed with the project, in whole or in part, even in the event E-Rate funding is approved. Execution of the project, in part or in whole, is solely at the discretion of Oxnard School District.

To accept these terms and conditions, please sign below and return via email to Lisa A. Franz, Director, Purchasing at lfranz@oxnardsd.org. Please mail a copy with your original signature as soon as possible.

We will be unable to complete our E-Rate application process without full execution of this document by both parties.

We look forward to working with Crown Castle on this project.

Sincerely,

Oxnard School District

Signature

Lisa A. Franz, Director, Purchasing
Name and Title

Date

Crown Castle

Mary O'Connell

Signature

Mary K. O'Connell, Managing Counsel
Name and Title

March 6, 2023

Date



**FLEXIBLE PRIVATE LINE SUPPLEMENT
TO THE
MASTER TELECOMMUNICATIONS LICENSE AGREEMENT
LICENSEE: Oxnard School District**

This Flexible Private Line Supplement (“Supplement”) is effective as of the last date of execution below (“Supplement Effective Date”) by and between **CROWN CASTLE FIBER LLC** (“Company”) and Licensee, and is hereby incorporated into and made a part of the **Master Telecommunications License Agreement** or Master Service Agreement between the Parties (the “Agreement”). Unless otherwise defined herein, capitalized terms in this Supplement shall have the meanings given in the Agreement. Section and subsection headings contained in this Supplement are inserted for convenience of reference only, shall not be deemed to be a part of this Supplement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

1. SCOPE OF SUPPLEMENT

This Supplement applies to fiber strands and optical equipment licensed to Licensee under an Order Form that specifies Flexible Private Line. This Supplement shall not apply to other products, including Ethernet, wavelength, Internet, or colocation.

2. ADDITIONAL TERMS

The following additional terms and conditions shall apply to the provision of Company’s Flexible Private Line product.

“Cable” means fiber optic cable with fiber optic filaments contained in any suitable jacketing or sheath that is already in place, or is yet to be installed, and to which Company has or will have access by ownership, lease, right to use, or otherwise.

“Fibers” means one or more specified strands of dedicated optical fiber within a Cable without optronics or electricity, subject to the terms of the Agreement.

“Licensee Fibers” or “Product” means the Fibers that are licensed to Licensee under an Order Form.

“Location” is an address wherein Company will hand off Licensee Fibers to Licensee.

“Product Credit” means a credit that Licensee may be eligible to receive pursuant to Section 7 below.

“Product Outage” means a loss of continuity or other material degradation of the Licensee Fibers such that Licensee is unable to utilize the Licensee Fibers for transmission of optical signals..

“Route” means the geographic path along which the Cable and Licensee Fibers are located.

“Route Segment” means a portion of the Route between any two Locations.

3. SPECIFICATIONS

3.1 Specifications. The Specifications applicable to the Licensee Fibers are set forth in the attached **Exhibit A**, incorporated herein by reference.

4. USE OF AND ACCESS TO LICENSEE FIBERS; RELOCATION

4.1 License. Subject to the terms and conditions set forth in the Agreement and this Supplement, Company and Licensees may from time to time execute one or more Order Forms pursuant to which Company grants to Licensee a license to use Licensee Fibers designated on the Order Form. Each Order Form will specify the number, identity, type, and route of the Licensee Fibers, and the permitted Locations where Licensee may access the Licensee Fibers. Company may not be the owner of the Licensee Fibers but may instead lease, license, or acquire a right to use such Licensee Fibers from a third party together with the right to sub-lease Licensee Fibers to Company’s Licensees.

4.2 Limitations on Rights and Obligations. In addition to, and not in limitation of, any limitations set forth in the Agreement, the Parties agree that:

4.2.1 Use by Licensee. Licensee shall have no right or interest in the Licensee Fibers other than a license to use the Licensee Fibers. A license of Licensee Fibers does not convey any ownership interest in the Licensee Fibers or the

Cable. Licensee is solely responsible for all optical and other equipment required to enable Licensee to utilize the Licensee Fibers for optical communications.

4.2.2 Use by Company. Nothing herein shall be construed as limiting or restricting Company or its Affiliates in any manner from using its or their own Cables, fibers, or any other facilities, easements and/or rights of way for the installation of additional fiber optic cables, for use as telecommunications facilities, or for any other purpose.

4.2.3 Subordination. Licensee understands and agrees that Company's ability to grant Licensee the license to use the Licensee Fibers pursuant to this Agreement, and to attach, install, construct, operate, and maintain the Company Network and the Licensee Fibers, is at all times subject and subordinate to, and limited by, the Underlying Rights, applicable laws, rules, ordinances, codes, and regulations. By virtue of the Agreement, Licensee shall only have a license to use the Licensee Fibers or related facilities, expressly granted herein, and in no event shall such license be construed to be greater than the Underlying Rights to use such Licensee Fibers. Company shall not be liable for any acts or omissions by Company, its employees or affiliates that interfere with or otherwise affect Licensee's use of the Licensee Fibers to the extent such acts or omissions are required by the Underlying Rights, including, without limitation acts or omissions that deny the use of, alter or remove the Cable.

4.2.4 Sublicensing. Licensee shall not assign, sell, transfer, lease, sublease, license, sub-license, or otherwise grant a right to use the Licensee Fibers to any third party without the prior written consent of Company.

4.2.5 Access to Licensee Fibers. Licensee may access the Licensee fibers only at the Demarcation Points specified in the applicable Order Form. Licensee may not access or take any action that impacts the Licensee Fibers or the Cable at any other locations.

4.3 Relocation.

4.3.1 Relocation Required By Company. In the event that Company is required by any underlying provider, public authorities, or lawful order or decree of a regulatory agency or court or any other reason beyond Company's reasonable control, to relocate or modify any or all Cable on the Route upon which the Licensee Fibers are located, Company's costs for any such work shall be shared on a pro rata basis with Licensee. Company shall not be responsible for the costs of, nor shall it be liable for, the removal, relocation or replacement of any Licensee Equipment or other Licensee property on the Licensee's side of the Demarcation Point. If the relocation or replacement of the Cable is requested or caused by a third party, Company shall attempt to obtain reimbursement of Company's costs from said third party. Notice to Licensee will be provided as soon as reasonably practicable. Neither Company nor any of its affiliates or agents shall incur liability for any Product Outage, disruption, degradation, interference, or interruption of any Product in connection with any such removal or relocation. Company and Licensee shall cooperate in performing such relocation or modifications so as to minimize any interference with the use of the Licensee Fibers and the Cable and to avoid conflicting physically or otherwise interfering with joint users of the Cable or any other property impacted by the installation, construction, maintenance or use of the Cable, to the extent reasonably possible. Any such relocation shall be accomplished consistently with the Specifications.

4.3.2 Relocation Requested By Licensee. Licensee may request relocation of the Licensee Fibers. Any such relocation shall be subject to Company's approval (which shall be in Company's sole discretion), the execution of an Order Form, and Licensee's payment to Company of such additional charges as Company may require. No relocation or replacement of the Cable or related facilities shall be performed without the prior written agreement of Company, which shall be in Company's sole discretion.

5. TERMINATION AND CONDEMNATION

5.1 Termination of Route Segment. In addition to, and not in limitation of, any rights set forth in the Agreement, any Route Segment may be terminated by Company without liability (unless due to a default by Company under any applicable Underlying Rights agreement), upon reasonable notice to Licensee, to the extent Company is no longer authorized under the Underlying Rights to install, construct, maintain, operate, or convey the license to use the Cable or other property as contemplated by the Agreement. If a Route Segment is terminated pursuant to this Section, Company shall make reasonable efforts to find alternate capacity or facilities owned or controlled by Company to meet Licensee's needs, but under no circumstances shall Company be obligated to contract for or to construct new facilities, or otherwise incur any additional cost or expenses, to replace the Cable or Licensee Fibers on the Route Segments terminated under this Section 5.1.

5.2 Condemnation Proceedings/Termination Rights. If at any time during the Product Term, all or any significant portion of the Cable is taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain and, after exercise of the Parties' commercially prudent efforts, the Cable cannot be relocated pursuant to Section 4.3 herein, either Party may elect to terminate the impacted Licensee Fibers upon giving the other thirty (30) days prior written notice. If Licensee Fibers are terminated in accordance with this Section, the applicable license

shall be deemed canceled and neither Party shall have any further obligations to the other, except that both Parties shall be entitled to participate in any condemnation proceedings to seek to obtain compensation via separate awards for the economic value of their respective interest in the Cable.

6. FEES

Licensee shall pay the fees set forth in Order Forms executed hereunder. On January 1 of each year, the MRCs shall be escalated by the greater of (i) increase in the Consumer Price Index – All Urban Consumers (CPI-U) issued in December of the previous year (any such adjustment will reflect any increase, but not any decrease, in the Consumer Price Index for the previous 12 months) or (ii) three percent (3%). In addition, in the event that amounts charged to Company under any Underlying Rights are increased or Company’s costs or expenses are increased due to any Underlying Rights, Company shall have the right to charge Licensee for its pro rata share of such increases, which shall be added to the MRCs to be paid by Licensee for the applicable Product Term.

7. SERVICE LEVEL AGREEMENT

7.1 MTTR Objectives.

7.1.1 Mean Time to Respond. “Mean Time to Respond” is the average time required for Company to begin troubleshooting a reported failure. The Mean Time to Respond objective is two (2) hours from Company’s receipt of notice of such failure.

7.1.2 Mean Time to Repair. “Mean Time to Repair” is the average time required to restore the Licensee Fibers to an operational condition as defined herein. The Mean Time to Repair objective is eight (8) hours from Company’s receipt of notice of such failure.

7.2 Product Outage. Subject to this Section 7, in the event of an Product Outage, Licensee may be entitled to an Product Credit as provided in Section 7.3 below. An Product Outage shall be deemed to begin upon the earlier of Company’s actual knowledge of the Product Outage or Company’s receipt of notice from Licensee of the Product Outage, and end when the Licensee Fibers are operational and in material conformance with the applicable Specifications. Notwithstanding anything to the contrary in this Supplement, in the Agreement or in any Order Form, in no event shall an Product Outage or failure to meet any objectives or parameters under this Supplement be deemed to be or constitute a breach by Company of this Supplement, the Agreement or any Order Form.

7.3 Service Level Objective. If Company fails to repair an Product Outage within eight (8) hours of notice from Licensee of such Product Outage (“Repair Window”), Licensee may be entitled to an Product Outage Credit as follows:

Measurement Timeframe	Product Credit for Affected Product
Per Incident	1/30 th of the MRC of the affected Product for each consecutive twelve (12) hour period (or fraction thereof) after the Repair Window up to a maximum of 50% of the MRC

7.4 Product Credits. The number of minutes of separate and discrete Product Outages will not be cumulated to determine the applicable Product Credit. Product Credits hereunder may not be applied to usage charges, government fees, taxes, or surcharges, or any third party charges passed through to Licensee by Company. Product Credits issued to Licensee hereunder shall be Licensee’s sole and exclusive remedy at law or in equity on account of any Product Outage. Product Credits will not be issued to Licensee if Licensee’s account with Company is in arrears. Notwithstanding anything to the contrary herein, the above-stated Product Credits shall not apply to Off-Net Products, and in the event of an Product Outage or other failure of any Off-Net Product provided by Company to Licensee, Company agrees to pass through a credit equal to the credit received by Company from its underlying Company(s) for such Product Outage, in lieu of the above-stated Product Credits. In no event shall Company’s total liability for all Product Outages and/or failure to meet any objectives or parameters set forth in this Supplement in any month exceed a credit equal to fifty percent (50%) of the MRC for the affected Product for such month.

7.5 Product Credit Request. Licensee must submit a written request to claim an Product Outage Credit no later than thirty (30) days following the event that gives rise to Licensee’s right to request the Product Credit. Failure to request a credit within such period shall constitute a waiver of any claim for an Product Outage Credit.

7.6 Events Excepted From Product Credit. Notwithstanding the foregoing, Licensee shall not receive any Product Credit for any Product Outage, failure to meet any objectives or parameters hereunder, or delay in performing repairs, arising from or caused, in whole or in part, by any of the following events:

- a. Licensee's (including its agents, contractors and vendors) acts or omissions;
- b. Failure on the part of Licensee Equipment, Licensee provided optical fiber, End User equipment or Licensee's vendor's equipment;
- c. Failure of electrical power not provided by Company;
- d. Election by Licensee, after requested by Company, not to release the Licensee Fibers for testing and repair;
- e. Company's inability to obtain access required to remedy a defect in a Product, including lack of access due to utility safety restrictions;
- f. Scheduled maintenance periods;
- g. Scheduled upgrade of Product at the request of Licensee;
- h. Force Majeure Event; or
- i. Disconnection or suspension of the Product by Company pursuant to a right provided under this Agreement.

The Parties have executed this Supplement as of the last date of execution below.

LICENSEE:

COMPANY: CROWN CASTLE FIBER LLC

By: _____

By: _____

Print Name: Lisa A. Franz _____

Print Name: _____

Title: Director of Purchasing _____

Title: _____

Date: _____

Date: _____

Exhibit A
Fiber Specifications

1. Type and Constitution. Single-mode Fibers are made of high grade doped silica core surrounded by a silica cladding; and coated with a dual layer, UV-cured acrylic-based coating.

Properties	Units	Single Mode	Single Mode Enhanced	MetroCor	NZDSF
<u>Glass Geometry</u>					
Mode Field Diameter at 1310 nm	(µm)	9.2 ± 0.4	9.2 ± 0.4	N/A	N/A
Mode Field Diameter at 1550 nm	(µm)	10.4 ± 0.8	10.4 ± 0.8	8.1 ± 0.5	9.2 ± 0.8
<u>Fiber Attenuation (Loose Tube/Ribbon)</u>					
Maximum value at 1310 nm	(dB/km)	0.35/0.40	0.35/0.40	0.5	N/A
Maximum value at 1550 nm	(dB/km)	0.25/0.30	0.25/0.30	0.25/0.30	0.25/0.30

2. Fiber Optic Specification

- (a) Bi-directional splice value (“Splice Value”) ≤ 0.20 dB at 1550 nm. In exceptional cases, a Splice Value may be accepted if its value is higher than 0.20 dB at 1550 nm. An exception case is, for instance, when three (3) re-trials of a splice cannot improve the Splice Value. The Splice Value will be given by the equation:

$$\frac{(\text{Splice attenuation from A to B}) + (\text{Splice attenuation from B to A})}{2}$$

- (b) Splice attenuation average (“Splice Attenuation Average”) ≤ 0.15 dB at 1550 nm. The Splice Attenuation Average is given by:

$$\frac{\sum \text{Splice Values}}{\text{Number of splices in the Route Segment}}$$

- (c) It is recognized by the Parties that due to the use of ribbon fiber optic cable on some of the segments, the Splice Value of individual splices may exceed 0.20 dB. However, the Splice Attenuation Average for any Route Segment as designated in (b) above shall supersede all other splicing requirements in cases where Splice Values that 0.20 dB exist.

3. Connectors

- (a) Maximum Unitary ODF/S Connector (1 connector + 1 adapter + 1 connector)
 (b) Maximum Connector/pigtail loss. The attenuation contribution of each pigtail with associated connector is considered to be 1.0 dB, comprised of 0.8 dB connector loss and 0.20 dB splice loss (pigtail to cable splice).

4. Fiber Optic Test Results

(a) Bi-directional OTDR

- (i) span traces will be captured at 1310nm and 1550nm. Traces will be provided in native format and / or PDF.

(b) Bi-Directional Power Meter.

- (i) Bi-Directional power meter results will be furnished with light source data at 1550nm. Data will be supplied in a excel format with all locations clearly identified including demarcation details.

(c) Optical Return Loss / Reflectance

- (i) The ORL value measures the total light reflected back to the transmitter caused by the system components of the fiber under test and can degrade the performance by affecting the stability of the laser; this in turn can create bit errors.
- (ii) Specifications – ORL

Vendor and Telcordia specifications regarding Optical Return Loss are as follows:

Parameter	Telcordia	Manufacturer Minimum	Optimum (desired)
Optical Return Loss	>27 dB	>27 dB	>30 dB

The maximum reflectance per event as measured by an OTDR, shall not exceed (-30db).

(d) Polarization Mode Dispersion.

- (i) PMD is caused by different polarizations of the light pulse traveling along the fiber at slightly different speeds due to imperfections of size and material properties along the length of the fiber. This causes the light pulses or waveforms to spread out or broaden causing possible bit error rate of the transmission signal. The higher the bandwidth, the shorter the pulse and the increase of importance of testing prior network turn up.
- (ii) Polarization-Mode Dispersion Measurement for Single-Mode Optical Fibers by Interferometry Method.
- (iii) Specifications – PMD

PMD coefficient of the tested fiber should not exceed:

Value	Typical	Range	Notes
PMD	<0.1 ps/km	<0.2 ps/km	Identify fiber as High PMD if <0.2 ps/km is exceeded

(e) Chromatic Dispersion

- (i) Chromatic Dispersion is the broadening or spreading of a pulse of light due to the nonzero spectral width of a transmission signal. The effects of chromatic dispersion can limit the network transmission rate or the length of fiber a signal can be transmitted before requiring re-generation.
- (ii) Specifications – Chromatic Dispersion
- (iii) Record the total Chromatic dispersion for the tested span, the value per kilometer should be within the range specified below.

Type	Dispersion @ 1550nm	Range ps/(nm/km)	Dispersion Slope (ps/km/nm^2)
SMF	17 ps/(nm/km)	14-19	0.06
ELEAF	4 ps/(nm/km)	2-6	0.083
TrueWave RS	4.5 ps/(nm/km)	2-6	0.045
TrueWave Classic	2 ps/(nm/km)	1-3	0.07
DSF	0 ps/(nm/km)	See Note 1	See Note 1
SMF-LS	-1 ps/(nm/km)	-3.5-0	0.075

Note 1: DSF not recommended for DWDM

Licensee or Customer Contact Detail	
Licensee or Customer	Oxnard Elementary School District
Address & Contact	Address 1051 S A ST City, State OXNARD, CA 93030 Phone (805) 385-1501 Fax (000) 000-0000
	Name SUN: OXNARD SCHOOL DISTRICT (303732) - Erate Email
	Billing Address 1051 SOUTH A STREET Phone - City, State OXNARD, CA 93030 Fax
Technical Contact	Name Ricky Leon Primary Phone (805) 385-1501 ext. 2100 E-mail rleon@oxnardsd.org Alternate Phone (805) 276-0433

Product Detail

Flexible Private Line #1	Product Type Point to Point - With Optics Total Bandwidth N/A
	Total MRC \$1,600.00 Total NRC \$0.00
	Install Lead Time 60 Days
	Comments 10Gbps FPL
	Existing Product ID S302911

Location A	1051 S A St, 1st Floor, Oxnard, CA 93030
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Location Z	1400 Martin Luther King Jr Dr, 1st Floor, Oxnard, CA 93030
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Flexible Private Line #2	Product Type Point to Point - With Optics Total Bandwidth N/A
	Total MRC \$1,600.00 Total NRC \$0.00
	Install Lead Time 60 Days
	Comments 10Gbps FPL
	Existing Product ID S302912

Location A	1051 S A St, 1st Floor, Oxnard, CA 93030
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Location Z	1101 N F St, 1st Floor, Oxnard, CA 93030
-------------------	--

Flexible Private Line #3	Product Type Point to Point - With Optics Total Bandwidth N/A
	Total MRC \$1,600.00 Total NRC \$0.00
	Install Lead Time 60 Days
	Comments 10Gbps FPL
	Existing Product ID S302913

Location A	1051 S A St, 1st Floor, Oxnard, CA 93030
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Location Z	634 W Kamala St, 1st Floor, Oxnard, CA 93033
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Flexible Private Line #4	Product Type Point to Point - With Optics Total Bandwidth N/A
	Total MRC \$1,600.00 Total NRC \$0.00
	Install Lead Time 60 Days
	Comments 10Gbps FPL
	Existing Product ID S302914

Location A	1051 S A St, 1st Floor, Oxnard, CA 93030
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Location Z	301 N Marquita St, 1st Floor, MDF, Oxnard, CA 93030
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Flexible Private Line #5	Product Type Point to Point - With Optics Total Bandwidth N/A
	Total MRC \$1,600.00 Total NRC \$0.00
	Install Lead Time 60 Days
	Comments 10Gbps FPL
	Existing Product ID S302915

Location A	1051 S A St, 1st Floor, Oxnard, CA 93030
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Location Z	451 E Olive St, 1st Floor, MPOE, Oxnard, CA 93033
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Flexible Private Line #6	Product Type Point to Point - With Optics Total Bandwidth N/A
	Total MRC \$1,600.00 Total NRC \$0.00
	Install Lead Time 60 Days
	Comments 10Gbps FPL
	Existing Product ID S302916

Location A	1051 S A St, 1st Floor, Oxnard, CA 93030
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Location Z	701 N Juanita Ave, 1st Floor, Oxnard, CA 93030
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Flexible Private Line #7	Product Type	Point to Point - With Optics	Total Bandwidth	N/A
	Total MRC	\$1,600.00	Total NRC	\$0.00
	Install Lead Time	60 Days		
	Comments	10Gbps FPL		
	Existing Product ID	S302917		
Location A	1051 S A St, 1st Floor, Oxnard, CA 93030			
Location Z	2501 Carob St, 1st Floor, Oxnard, CA 93035			
Flexible Private Line #8	Product Type	Point to Point - With Optics	Total Bandwidth	N/A
	Total MRC	\$1,600.00	Total NRC	\$0.00
	Install Lead Time	60 Days		
	Comments	10Gbps FPL		
	Existing Product ID	S302918		
Location A	1051 S A St, 1st Floor, Oxnard, CA 93030			
Location Z	3300 W Via Marina Ave, 1st Floor, MPOE, Oxnard, CA 93035			
Flexible Private Line #9	Product Type	Point to Point - With Optics	Total Bandwidth	N/A
	Total MRC	\$1,600.00	Total NRC	\$0.00
	Install Lead Time	60 Days		
	Comments	10Gbps FPL		
	Existing Product ID	S302919		
Location A	1051 S A St, 1st Floor, Oxnard, CA 93030			
Location Z	450 E Elm St, 1st Floor, Oxnard, CA 93033			
Flexible Private Line #10	Product Type	Point to Point - With Optics	Total Bandwidth	N/A
	Total MRC	\$1,600.00	Total NRC	\$0.00
	Install Lead Time	60 Days		
	Comments	10Gbps FPL		
	Existing Product ID	S302920		
Location A	1051 S A St, 1st Floor, Oxnard, CA 93030			
Location Z	1130 N M St, 1st Floor, Oxnard, CA 93030			
Flexible Private Line #11	Product Type	Point to Point - With Optics	Total Bandwidth	N/A
	Total MRC	\$1,600.00	Total NRC	\$0.00
	Install Lead Time	60 Days		
	Comments	10Gbps FPL		
	Existing Product ID	S302921		
Location A	1051 S A St, 1st Floor, Oxnard, CA 93030			
Location Z	220 S Driskill St, 1st Floor, Oxnard, CA 93030			
Flexible Private Line #12	Product Type	Point to Point - With Optics	Total Bandwidth	N/A
	Total MRC	\$1,600.00	Total NRC	\$0.00
	Install Lead Time	60 Days		
	Comments	10Gbps FPL		
	Existing Product ID	S302922		
Location A	1051 S A St, 1st Floor, Oxnard, CA 93030			
Location Z	804 Cooper Rd, 1st Floor, Oxnard, CA 93030			
Flexible Private Line #13	Product Type	Point to Point - With Optics	Total Bandwidth	N/A
	Total MRC	\$1,600.00	Total NRC	\$0.00
	Install Lead Time	60 Days		
	Comments	10Gbps FPL		
	Existing Product ID	S302923		
Location A	1051 S A St, 1st Floor, Oxnard, CA 93030			
Location Z	2900 Thurgood Marshall Dr, 1st Floor, Oxnard, CA 93036			
Flexible Private Line #14	Product Type	Point to Point - With Optics	Total Bandwidth	N/A
	Total MRC	\$1,600.00	Total NRC	\$0.00
	Install Lead Time	60 Days		
	Comments	10Gbps FPL		
	Existing Product ID	S302924		
Location A	1051 S A St, 1st Floor, Oxnard, CA 93030			
Location Z	2200 Cabrillo Way, 1st Floor, Oxnard, CA 93030			
Flexible Private Line #15	Product Type	Point to Point - With Optics	Total Bandwidth	N/A
	Total MRC	\$1,600.00	Total NRC	\$0.00
	Install Lead Time	60 Days		
	Comments	10Gbps FPL		
	Existing Product ID	S302925		
Location A	1051 S A St, 1st Floor, Oxnard, CA 93030			
Location Z	2200 Cabrillo Way, 1st Floor, Oxnard, CA 93030			

	Install Lead Time 60 Days Comments 10Gbps FPL Existing Product ID S302925
Location A Product Details	Handoff Type 1000LX SM
Location A	1051 S A St, 1st Floor, Oxnard, CA 93030
Location Z Product Details	Handoff Type 1000LX SM
Location Z	1600 S N St, 1st Floor, MDF, Oxnard, CA 93033
Flexible Private Line #16	Product Type Point to Point - With Optics Total Bandwidth N/A Total MRC \$1,600.00 Total NRC \$0.00 Install Lead Time 60 Days Comments 10Gbps FPL Existing Product ID S302926
Location A	1051 S A St, 1st Floor, Oxnard, CA 93030
Location Z	910 S E St, 1st Floor, Oxnard, CA 93030
Flexible Private Line #17	Product Type Point to Point - With Optics Total Bandwidth N/A Total MRC \$1,600.00 Total NRC \$0.00 Install Lead Time 60 Days Comments 10Gbps FPL Existing Product ID S302927
Location A	1051 S A St, 1st Floor, Oxnard, CA 93030
Location Z	2201 Jasmine St, 1st Floor, Oxnard, CA 93036
Flexible Private Line #18	Product Type Point to Point - With Optics Total Bandwidth N/A Total MRC \$1,600.00 Total NRC \$0.00 Install Lead Time 60 Days Comments 10Gbps FPL Existing Product ID S302928
Location A	1051 S A St, 1st Floor, Oxnard, CA 93030
Location Z	2200 Carnegie Ct, 1st Floor, Oxnard, CA 93033
Flexible Private Line #19	Product Type Point to Point - With Optics Total Bandwidth N/A Total MRC \$1,600.00 Total NRC \$0.00 Install Lead Time 60 Days Comments 10Gbps FPL Existing Product ID S302929
Location A	1051 S A St, 1st Floor, Oxnard, CA 93030
Location Z	647 Hill St, 0 Floor, Oxnard, CA 93033

Order Summary

Pricing & Contract Terms	Salesperson Jim Brown	Term (Months) 36								
	Client Service Mgr Douglas Wagner									
	Order Contact Ricky Leon	Contact Email rleon@oxnardsd.org								
	<table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="width:30%;"></th> <th style="width:35%;">NRC *</th> <th style="width:35%;">MRC*</th> </tr> </thead> <tbody> <tr> <td>Flexible Private Line</td> <td style="text-align: right;">\$0.00</td> <td style="text-align: right;">\$30,400.00</td> </tr> <tr> <td>Total</td> <td style="text-align: right;">\$0.00</td> <td style="text-align: right;">\$30,400.00</td> </tr> </tbody> </table>			NRC *	MRC*	Flexible Private Line	\$0.00	\$30,400.00	Total	\$0.00
	NRC *	MRC*								
Flexible Private Line	\$0.00	\$30,400.00								
Total	\$0.00	\$30,400.00								

*Pricing shown does not reflect applicable taxes and fees.

SPECIAL ORDER PROVISIONS

1. The Parties agree that upon expiration of the initial Product Term, Customer shall have the option to extend the Term of this Agreement for up to two (2) one (1) year periods upon prior written notice.
2. Crown Castle is responsible for rerouting existing fiber at Rose Elementary School MDF located at 220 S Driskell Street 1st floor.
3. Billing will not commence before July 1, 2023.

ORDER ACCEPTANCE

This Order Form is entered into between Provider (or "Company") and Customer (or "Licensee") effective as of the date of the last signature below, and is subject to the provisions of the Master Telecommunications License Agreement or other master agreement between the parties dated _____ ("Agreement"), which is incorporated herein by reference. In the event the date in the previous sentence is blank, or the Agreement is no longer in effect, then this Order Form will be governed by the "Crown Castle Terms and Conditions Version 4.2" available at <https://fiber.crowncastle.com/crown-castle-telecommunications-license-terms-and-conditions.pdf> ("Online Terms"). In addition, if Company and Licensee have not executed a Supplement or Service Level Agreement applicable to the type of product contemplated by this Order Form, then the product-specific portion of the Online Terms applicable to the product under this Order Form shall apply.

Licensee or Customer		Company or Provider	
	Oxnard Elementary School District		Crown Castle Fiber LLC
Signature		Signature	
Name/Title	Lisa A. Franz, Director of Purchasing	Name/Title	
Date		Date	

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort, Ed.D.

Date of Meeting: March 15, 2023

Agenda Section: Section C: Support Services Agreement

Approval of Letter of Intent and Award of Agreement #23-04 with Frontier Communications per RFP #22-03, Internet Access Services/Internet Service Provider E-Rate 2023-2026 (Aguilera-Fort/Garibay)

RFP's were solicited per RFP #22-03 for Internet Access Services/Internet Service Provider pursuant to Public Contract Code 20110. Three proposals were received and opened on February 24, 2023 at 4:00 PM. All bids were evaluated against criteria outlined in RFP #22-03 and the winning bidder was identified. It is requested that the Board of Trustees approve Agreement #23-04 with Frontier Communications as the responsive and responsible bidder.

This is a continuation of our existing arrangement for Internet Access Services/ Internet Service Provider. The contract will be for a period of 3 years with an option of extending the contract with two (2) – one (1) year term contracts, effective July 1, 2023 through June 30, 2026. E-Rate will fund a portion of the cost of this agreement based on the District's annual qualifying FRMP (Free and Reduced Meal Program) which is currently at 90%.

Terms of Agreement: July 1, 2023 through June 30, 2026

FISCAL IMPACT:

\$34,368.00 per year (\$2,864.00 per month): \$ 30,931.20 – E-Rate; \$ 3,436.80 – General Fund

RECOMMENDATION:

It is the recommendation of the Superintendent, and the Interim Chief Information Officer, that the Board of Trustees approve the Letter of Intent and Agreement #23-04 with Frontier Communications, per RFP #22-03 for Internet Access Services/Internet Service Provider.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-04, Frontier Services E-Rate \(5 Pages\)](#)
[Letter of Intent \(1 page\)](#)
[Fee Schedule \(4 Pages\)](#)

**OSD AGREEMENT #23-04**

This Frontier Services Agreement ("FSA") is effective as of **July 01, 2023**, by and between Frontier Communications of America, Inc. on behalf of itself and its affiliates which provide Equipment and Services identified in the Schedules ("Frontier"), and **Oxnard School District**, whose primary address is **1051 South A Street, Oxnard, CA 93030** ("Customer").

1. Provision of Services and Equipment

a. Frontier will provide and the Customer agrees to pay for the communications, installation and maintenance services (collectively "Service"), and/or purchase or lease equipment ("Equipment"), described in this FSA and Schedules executed by Customer.

b. Customer acknowledges that certain Services may be governed by tariff or price schedule filed with the Federal Communications Commission and/or the state public utilities commission. In the event of any inconsistencies between this FSA and an applicable tariff, the tariff shall control except with respect to pricing, early termination charges or cancellation charges for which this FSA shall control.

c. Frontier will provide, maintain and repair the Frontier owned facilities and equipment used to provide the Services ("Frontier's Network"), up to and including the point at which Frontier's Network is made available for interconnection to Customer's premises equipment or inside wiring. Customer shall provide Frontier reasonable access to Customer's premises during normal business hours for the purpose of installing, inspecting, testing, rearranging, repairing or removing any Frontier Network components, including obtaining approvals, permits or licenses from third parties as necessary. Customer will cooperate in good faith and provide all reasonable information and authorizations required by Frontier for the purpose of installing Services and/or Equipment, performing routine network grooming, maintenance, upgrades, and addressing emergencies, including but not limited to design layout records of any Customer or third party network elements to be connected to the Services and Letters of Agency allowing Frontier to act on the Customer's behalf related to the Services and auxiliary third party services.

d. Only authorized agents and representatives of Frontier may perform maintenance work with respect to Frontier's Network. Any repair, alteration, configuration or servicing of Frontier's Network, Services or Equipment by Customer or third parties without the written consent of Frontier is a material breach of this FSA and cause for termination at Frontier's option.

e. If Frontier is unable to commence performance hereunder due to circumstances within Customer's control, any related costs incurred by Frontier, including but not limited to travel at normal rate and overtime labor rate expenses, will be reimbursed by Customer. Customer will reimburse Frontier for all costs incurred for installation, maintenance and repair if: (i) Frontier's Network is altered, maintained or repaired by any party other than Frontier, without Frontier's prior written consent, (ii) the malfunction of the Service or Equipment is the result of mishandling, abuse, misuse, improper operation, improper storage, or improper installation by anyone other than Frontier (including use in conjunction with equipment electrically or mechanically incompatible); or (iii) if the problem originated from a source unrelated to Frontier's Network.

f. Customer will provide (i) suitable building facilities (including but not limited to space, circuitry, power, backup power, and surge protectors) for the installation, operation, and maintenance of Frontier's Network in accordance with manufacturer's documentation and Frontier's installation standards, more fully described in the applicable Schedule; and (ii) a well-lighted and safe working area that complies with all local safety standards and regulations.

g. The Services or Equipment may be connected with the services or facilities of other carriers. Frontier may, when authorized by Customer and as may be agreed to by Frontier, act as Customer's agent for ordering facilities provided by other carriers to allow such connection of Customer's locations to Frontier's Network or to the network of an underlying carrier or service.

h. Customer is responsible for all charges billed by other carriers or third parties. Frontier shall not be responsible for the installation, operation, repair or maintenance or performance of equipment, facilities, software or service not provided directly by Frontier. Customer is responsible to provide equipment compatible with the Service or Equipment and Frontier's Network, and any wiring required to extend a communications termination and/or demarcation at the Customer premises. Customer will provide suitable building facilities for the provision of Services in accordance with local codes, including but not limited to ducting, conduit, structural borings, etc. for cable and conductors in floors, ceilings and walls; electrical service with suitable terminals and power surge protection devices; and metallic grounds with sufficient slack in the equipment room, installed in conformity with the National Electrical Code and local codes, and Frontier's installation standards.

i. Customer is solely responsible for the selection, implementation and maintenance of security features for protection against unauthorized or fraudulent use of the Services and Equipment. Customer is solely responsible for (a) ensuring that all of Customer's data is adequately secured, documented and backed-up at all times and (b) reimbursing Frontier for costs incurred by Frontier related thereto. Frontier and its contractors are not responsible or liable for data loss and/or unauthorized or fraudulent use of Customer Services or Equipment for any reason and Customer agrees to reimburse Frontier for costs incurred by Frontier related thereto.

j. Frontier will manage the Frontier Network in Frontier's sole discretion, and reserves the right to substitute, change or rearrange any equipment or facilities used in delivering Services or provisioning the Equipment. Frontier will endeavor to provide reasonable notice prior to any scheduled maintenance, planned enhancements or upgrades, which may result in a degradation or disruption in Service. Frontier reserves the right to suspend Service for emergency maintenance to Frontier's Network without notice to Customer. Customer shall designate a primary contact for receipt of such notice.

k. Customer represents and warrants that its use of the Service and Equipment will comply and conform with all applicable federal, state and local laws, administrative and regulatory requirements and any other authorities having jurisdiction over the subject matter of this FSA and Customer will be responsible for applying for, obtaining and maintaining all registrations and certifications which may be required by such authorities with respect to such use.



l. Except as expressly identified in a Schedule, Customer and its employees shall be the only permitted end-user of the Services and leased Equipment. Customer shall not resell or bundle the Services or leased Equipment, nor permit any third party to access the Services or leased Equipment in exchange for compensation of any kind.

2. Term

The term of this FSA will commence as of the date identified in the introductory paragraph above or the date the FSA is executed by both Parties, whichever is later (the "Effective Date") and will continue through the Service Term with respect to any Service or Equipment provided pursuant to this FSA. Customer will purchase the Services, or lease Equipment, identified in each Schedule for the period of time stated in the Schedule (the "Service Term"). Unless otherwise stated in the Schedule, the Service Term and billing for the Service, will begin upon the earlier of (i) Customer's use of the applicable Service(s) or Equipment or (ii) five (5) days following Frontier's installation of such Service(s) or Equipment, and such date is deemed the commencement of the applicable Service Term. The Schedule and Agreement shall expire at the end of the Service Term or any permissible renewal periods exercised by the Customer, whichever is later. If the parties agree to negotiated renewal terms, such terms will not be effective unless and until documented in writing and executed by both parties.

3. Payment

a. Customer shall pay all charges set forth in the Schedules and in applicable tariffs during the Service Term. Frontier will invoice Customer any non-recurring charges ("NRC"), monthly recurring charges ("MRC"), and usage based charges.

b. In addition to the applicable charges set forth in the tariffs and Schedules, Customer shall pay all applicable federal, state or local sales, use, privilege, gross receipts, utility, value added, excise or other taxes (excluding taxes based on Frontier's net income), or any charges in lieu thereof, and any applicable surcharges or fees, whether government mandated or Frontier initiated including but not limited to Primary Interexchange Carrier Charge, Federal Pre-Subscribed Line Charge, Carrier Cost Recovery Surcharge, E-911, and Universal Service and Local Number Portability, in the amounts applicable at the time of billing. Customer shall also be responsible for third party charges and penalties incurred as a result of Customer's use of the Services or Equipment and/or unauthorized or fraudulent use thereof due to Customer's conduct.

c. All payments shall be due within thirty (30) days of the invoice date and, in addition to and not in lieu of any other remedies Frontier may have hereunder or under the law as a result of Customer's failure to pay, late payments shall be subject to a late payment fee of the lesser of one and one-half percent (1.5%) per month or the maximum allowed by law. In the event Customer disputes any invoiced amount, Customer will pay all charges not disputed, and notify Frontier of the dispute in writing, providing an explanation of the basis for the dispute. If Frontier does not receive notice of a payment dispute by Customer within ninety (90) calendar days after the date of an invoice, such invoice will be final and not subject to further challenge. For the purpose of computing partial month charges, a month will consist of thirty (30) calendar days. Frontier reserves the right to immediately suspend or terminate any or all Services or the installation or lease of any or all Equipment if Customer is overdue more than thirty (30) days for payments that have not been disputed in good faith.

4. Cancellation and Early Termination Charges

a. If Customer cancels any Service or Equipment prior to delivery of any Equipment or installation of the Service or Equipment, Customer shall pay a cancellation charge equal to the NRC and one (1) month of MRC for the Service, plus the total costs and expenditures of Frontier in connection with establishing the Service prior to Frontier's receipt of notice of cancellation, including but not limited to any Equipment restocking fees.

b. Following installation, Customer may terminate a Service or Equipment by providing at least thirty (30) days prior written notice to Frontier. All unpaid amounts shall be due upon termination of any Service identified in a Schedule for any reason. In addition, and unless otherwise specifically provided in the applicable Schedule, if any Service or Equipment is terminated by Customer for any reason other than breach by Frontier or by Frontier due to Customer's breach, then Customer shall pay Frontier a termination charge equal to the applicable MRC and all related taxes and surcharges multiplied by the number of months remaining in the Service Term. Partial months shall be prorated.

c. Customer agrees that Frontier's damages in the event of early termination will be difficult or impossible to ascertain, and that the charges identified in this Section are intended, therefore, to establish liquidated damages in the event of termination and are not intended as a penalty.

5. Limitation of Liability and Warranty Provisions

a. The liability of Frontier and its affiliates related to this FSA or the Service or Equipment provided under this FSA, shall in no event exceed the limitations of liability set forth in the applicable tariffs, or regulatory rule or order. If there is no applicable tariff, regulatory rule or order, the total amount paid for the applicable Service or Equipment during the prior 12 months. In cases of an Outage, Frontier's liability shall be limited to 1/720 of the MRC for each hour after Frontier is notified of the Outage. An "Outage" is an interruption in Service or use of the Equipment caused by a failure of Frontier's Network, excluding degradation or disruption due to planned or emergency maintenance or an event outside Frontier's direct control. Notwithstanding the above, Frontier will not be liable to Customer for interruptions in Services or Equipment caused by failure of hardware or software, failure of communications services, power outages, or other interruptions not within the complete control of Frontier. In addition, there will be no credits, reductions or set-offs against charges for Services or Equipment, or for interruptions of Services or Equipment, except as expressly set forth herein.

b. IN NO EVENT WILL FRONTIER OR ITS AFFILIATES BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, OR FOR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. FRONTIER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY LOSS, LOSS OF USE, COST, CLAIM OR EXPENSE EXPERIENCED OR INCURRED BY CUSTOMER OR THIRD PARTIES RESULTING FROM THE USE OF THE SERVICES OR EQUIPMENT PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO DAMAGE, LOSS OR LOSS OF USE OF CUSTOMER DATA OR FRAUD BY THIRD PARTIES.



c. Frontier warrants that Frontier's Network will be maintained in good working order. If any Service does not function substantially in accordance with applicable Service specifications as a result of Frontier's failure to maintain Frontier's Network (excluding degradation related to the acts or omissions of Customer or anyone using the Services, a force majeure event, or scheduled maintenance), Frontier's sole obligation is to repair the affected Service at Frontier's expense. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND FRONTIER DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO FRONTIER'S NETWORK, SERVICES OR EQUIPMENT PROVIDED PURSANT TO THESE TERMS INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION. FRONTIER DOES NOT WARRANT THAT THE SERVICES OR EQUIPMENT OR ACCESS OR OPERATION OF THE SERVICES OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

d. This FSA shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by Frontier. Customer agrees that Frontier has not made, and that there does not exist, any warranty, express or implied, that the use by Customer of Frontier's Services and/or the Equipment provided under this FSA will not give rise to a claim of infringement, misuse, or misappropriation of any intellectual property right.

e. Customer agrees that the Services and Equipment, and Frontier's performance hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors.

f. No action, regardless of form, arising out of this FSA or the Schedules may be brought more than two (2) years after the cause of action has arisen or charges have been billed whichever is earlier. The parties hereby waive the right to invoke any different limitation on the bringing of actions provided under applicable law.

6. Indemnification

Customer shall indemnify, defend and hold Frontier and its affiliates, and their respective directors, officers, employees, successors, assigns and agents, harmless from and against any and all claims, loss, damage, cost or expense (including reasonable attorneys' fees) to the extent arising out or relating to any claim, action or proceeding brought by any third party based upon: (i) Customer's breach of this FSA; (ii) Customer's negligence or willful misconduct in the performance of its obligations under this FSA; (iii) use of the Equipment or Services, including but not limited to the content of communications transmitted thereby; (iv) any infringement of intellectual property or misappropriation of any patent, copyright, trademark, trade secret or other proprietary right arising from Customer's or any other person's use of the Equipment or Services, any combination of the Equipment or Services with other products or services not provided by Frontier, or any modification of the Equipment or Services by anyone other than Frontier; (v) any bodily injury (including illness or death) or property damage caused by Customer or anyone within its control. The obligations under this Section 6 are independent of any other obligation under this FSA.

7. Confidentiality

a. Both parties agree that all terms and conditions set forth in this FSA shall be considered confidential, and that details of the terms of this FSA, shall not be disclosed to third parties, other than affiliates, employees, agents or contractors who have a need to know such information in the scope of their employment or engagement, without the prior written consent of the other party, unless required by law.

b. Customer and Frontier may disclose to each other information that is confidential in nature. In order to receive confidential treatment, all such information (hereafter "Information") shall be either (i) clearly marked as confidential if written, or clearly identified as confidential if oral or (ii) reasonably understood by the recipient, based on the nature of the Information or the circumstances of disclosure, to be confidential or proprietary to the discloser. Except as required by law or regulation, Customer and Frontier agree not to disclose any Information to any third party and to keep Information in a secure place available only to employees, affiliates, contractors or agents who are subject to obligations of confidentiality no less restrictive than those set forth herein, and who need to know the Information for purposes of the business dealing between Customer and Frontier, and to use Information only in connection with such business dealings. This Section is enforceable by injunction.

c. Information will lose its confidential status if obtained legitimately from a third party without restriction or upon the expiration of five (5) years from delivery of each item of Information. Information shall remain the property of the disclosing party and shall be returned to such party on request or upon termination of the business dealing between Customer and Frontier.

d. Notwithstanding anything herein to the contrary, Frontier shall have the right to include Customer's name in a public list of current customers who use Frontier's services, provided Frontier does not make any representation with respect to Customer and does not attribute any endorsements to Customer, without Customer's prior written consent. In addition, Frontier may publicly identify Customer as a new customer of Frontier or an existing customer obtaining expanded or additional services from Frontier, as the case may be.

8. Breach

a. **Breach by Customer:** If Customer fails to make any payment when due and such failure continues for five (5) days after notice, or Customer fails to comply with any other term or condition of this FSA or any Schedule and such failure continues for thirty (30) days after notice, then Frontier may either suspend the applicable Schedule (or any portion thereof) until the breach is remedied, terminate the applicable Schedule (or any portion thereof), or terminate this FSA and all Schedules. Notwithstanding the foregoing, Frontier may immediately suspend Services and, after giving notice to Customer with an opportunity to respond appropriate to the circumstances and Customer's failure to respond, Frontier may terminate any or all Services, retrieve Frontier Network elements from the service location and Equipment for which title has not transferred to Customer, in the following circumstances: (i) in the event of unauthorized, unlawful or improper use or abuse of the Frontier Network or Service; (ii) if, in the reasonable judgment of Frontier, Customer's use of the Frontier Network or Service has or will damage or have an adverse effect on Frontier's Network, its personnel, property or service; (iii) such action is necessary to meet the exigencies of an emergency; or (iv) a court or other governmental authority having jurisdiction issues an order prohibiting Frontier from furnishing the Equipment or Services to Customer.



b. **Breach by Frontier:** If Frontier has not remedied any breach within thirty (30) days after Frontier's receipt of written notice from Customer of such breach (providing reasonable detail), Customer may terminate the Service which is the subject of such breach. This is Customer's exclusive remedy for a breach by Frontier.

9. Force Majeure

In no event will Frontier or its affiliates be liable for any delay in performance directly or indirectly caused by events beyond their control, including, but not limited to: acts or omissions of Customer, its agents, employees or contractors; acts of God; acts of the public enemy; acts of the United States, a state or other political subdivision; fire, floods or other natural disasters; accidents; wars; terrorism; cyber security events; labor disputes or shortages; and inability to obtain material, power, equipment or transportation.

10. Assignment

This FSA may not be assigned by either party without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed, except that Frontier may assign this FSA to any successor to the business of Frontier by merger, consolidation or sale of assets or to any corporation controlling, controlled by or under common control with Frontier. Frontier may subcontract portions of the work to be performed hereunder to provision the Services or Equipment.

11. Work Site Conditions

a. If asbestos, or material containing asbestos, or any other hazardous or toxic materials are discovered during work pursuant to this FSA, Frontier will suspend its work for a reasonable period of time to permit Customer to engage a qualified firm to remove and dispose of the asbestos or other toxic or hazardous materials from the site. Such suspension may result in an equitable adjustment to the charges identified in the related Schedule, based on any increase in costs incurred by Frontier.

b. Customer agrees to release, indemnify, defend and hold harmless Frontier from and against any damages, losses, claims, demands or lawsuits arising out of or relating to the presence, removal or disposal of asbestos or any other hazardous or toxic material from the Customer's premises or location where Services or Equipment will be installed.

12. Title and Risk of Loss

a. Risk of loss or damage for Frontier Network elements installed at a Customer designated service location shall pass to Customer at time of delivery to Customer.

b. Any Frontier Network elements or Equipment installed at Customer's premises or location where Services or Equipment will be installed (which is leased or for which title has not transferred to Customer) remain the personal property of Frontier or Frontier's assignee, notwithstanding that it may be or become attached to or embedded in realty, and upon termination of this FSA or any Schedule (in whole or in part), all Frontier property shall be returned to Frontier in the same condition as installed, normal wear and tear excepted. Customer will not tamper with, remove or conceal any Frontier identifying plates, tags or labels. In the event Frontier property is not returned to Frontier in accordance with this Section, Customer will be billed for and pay to Frontier an amount equal to the retail value of the Frontier property, except to the extent such failure is caused by the negligence or willful misconduct of Frontier or its agents.

13. Competition

Customer recognizes the availability of competitive alternatives for receiving the Services and Equipment provided under this FSA, and has freely elected to enter into this FSA in order to receive the benefits it offers.

14. Government Regulation

To the extent that any Service(s) provided hereunder are subject to the jurisdiction of the Federal Communications Commission ("FCC") or any state public utilities commission or other regulatory agency, this FSA shall at all times be subject to changes, modifications, orders and rulings by the FCC and/or state public utilities commission or other regulatory agency. Frontier reserves the right to suspend, modify or terminate any Service without liability where any statute, regulation and/or ruling, including modifications thereto, by any regulatory agency (including the FCC), legislative body or court of competent jurisdiction, (i) prohibits, restricts or otherwise prevents Frontier from furnishing such Service, or (ii) has a material negative impact on Frontier's performance hereunder or the benefits provided by this FSA. If provision of any Service pursuant to this FSA is subject to advance approval of the FCC and/or any state public utilities commission, this FSA shall not become effective with respect to such Service until after receipt by Frontier of written notice of such approval.

15. Governing Law

This FSA shall be governed by and construed according to the laws of the State in which Services or Equipment are being provided hereunder without regard to its conflicts of laws provisions. Any related litigation may be brought in any State or Federal courts of competent jurisdiction within such State. Customer and Frontier consent to personal jurisdiction in such courts.

16. No Waiver

If either party fails, at any time, to enforce any right or remedy available to it under this FSA, that failure shall not be construed to be a waiver of the right or remedy with respect to any other breach or failure by the other party.

17. Severability

A declaration by any court, or other binding legal source, that any provision of this FSA or any Schedule is illegal and void, will not affect the legality and enforceability of any other provisions of this FSA, unless the provisions are mutually dependent.



18. Notice

All notices provided pursuant to this FSA will be in writing and delivered by registered or certified US Mail, postage prepaid, or by commercial overnight delivery service, or by facsimile, or by regular mail and shall be deemed delivered either on the date of return receipt acknowledgment (in the case of certified US Mail), or on the next day after the sending of the notice if sent overnight mail, or three (3) days after mailing if by regular mail to the address of the party designated to receive such notice.

19. Independent Relationship

Each party understands and agrees that it and its personnel are not employees of the other party, and that each party is an independent contractor hereunder for all purposes and at all times.

20. Dispute Resolution

Except as otherwise specifically provided in or permitted by this FSA, all disputes arising in connection with this FSA shall first be resolved through good faith negotiation. If, after negotiating in good faith for a period of ninety (90) calendar days or any agreed further period, the parties are unable to resolve the dispute, then each party may seek resolution by exercising any rights or remedies available at law or in equity. Customer and Frontier agree that each may only bring claims against the other in an individual capacity and not as a plaintiff or class member in any purported class, representative, or private attorney general proceeding.

21. Authorization and Entire Agreement

Each party represents that the person executing this FSA is authorized to enter into this FSA on its behalf. This FSA and any Schedules executed by the parties constitute the entire agreement between the parties pertaining to the subject matter herein and supersedes all prior oral and written proposals, correspondence and memoranda with respect thereto. This FSA may not be modified, amended or supplemented except by written agreement signed by an authorized representative of each party. Notwithstanding anything otherwise stated, a Customer purchase order document (whether signed by one or both parties) shall be construed solely as evidence of Customer's internal business processes, and the terms and conditions contained thereon shall be void and of no effect or application toward this FSA.

Frontier Communications of America, Inc.

Oxnard School District

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

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Contractual Notice: Frontier Communications
111 Field Street
Rochester, NY 14620
Attn: Legal Department

Contractual Notice: Oxnard School District
1051 South A Street
Oxnard, CA 93030
Attn: Legal Department



March 3, 2023

Frontier Communications Inc.
Attn: Valerie Collins
401 Merritt 7
Norwalk, CT 06851

To Whom It May Concern:

This letter will confirm Oxnard School District's decision to enter into agreement to purchase Internet Service Provider (ISP)/Internet Access Service from Frontier Communications Inc. not to exceed the amount of \$34,368.00 annually. This agreement is for the term of 36 months (07/01/2023 to 06/30/2026) as specified in the attached specifications and price quotation.

The procurement of these product(s)/service(s) will be dependent upon the award of associated E-Rate funding and a purchase order for the District's portion will be issued upon receipt of an approved Funding Commitment Decision Letter (FCDL).

This project is 100% contingent upon the approval of E-Rate funding from the Universal Service Fund Schools and Libraries Program. Even after award of projects, the Oxnard School District may or may not proceed with the project, in whole or in part, even in the event E-Rate funding is approved. Execution of the project, in part or in whole, is solely at the discretion of Oxnard School District.

To accept these terms and conditions, please sign below and return via email to Lisa A. Franz, Director, Purchasing at lf Franz@oxnardsd.org. Please mail a copy with your original signature as soon as possible.

We will be unable to complete our E-Rate application process without full execution of this document by both parties.

We look forward to working with Frontier Communications Inc. on this project.

Sincerely,

Oxnard School District

Signature

Lisa A. Franz, Director, Purchasing
Name and Title

Date

Frontier Communications

Signature

JEFFREY KAY SALES DIRECTOR
Name and Title

Date

3/6/2023



Dedicated Internet Access (DIA)

Schedule

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This is Schedule Number **S-0000337082** to the Frontier Services Agreement dated **July 1, 2023 ("FSA")** by and between **Oxnard School District ("Customer")** and **Frontier Communications of America, Inc.** on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Primary Service Location: 1051 South A Street, Oxnard, CA 93030 **Schedule Date:** July 1, 2023
Schedule Type/Purpose: Renew existing Services (this Schedule supersedes) **Service Term:** 36 months

After the Service Term expires, Customer has the option to exercise two 1-year extensions.

Service Summary	NRC	MRC
Dedicated Ethernet Internet Access bandwidth (details in Table 1)	\$ 0.00	\$ 2,864.00
(Optional Year 4 and 5 ONLY for 10 Gbps DIA \$2,749 per month)		
BDT # 20230203001084		
Static Block(s) (*NRC waived on Renewal; details in Table 2)	\$ 0.00	\$ 0.00
Special Construction	\$	\$
Total:	\$ 0.00	\$ 2,864.00

Table 1: Internet Access Locations					
Service Location	Service Address, and NPA NXX:	Service		Charges	
				NRC	MRC
A renew+upgrade	1051 South A Street, Oxnard, CA, 93030, 805 385	Bandwidth Access (Mbps)	10G	\$ 0.00	\$ 2,864.00
B	street, city, state, zip, NPA NXX	Bandwidth Access CIR (Mbps)	SelectMbps	\$	\$
C	street, city, state, zip, NPA NXX	Bandwidth Access (Mbps)	SelectMbps	\$	\$
D	street, city, state, zip, NPA NXX	Bandwidth Access (Mbps)	SelectMbps	\$	\$
E	street, city, state, zip, NPA NXX	Bandwidth Access (Mbps)	SelectMbps	\$	\$
Subtotal:				\$ 0.00	\$ 2,864.00

Table 2: IP Addresses		
Static Block (*NRC waived on Renewal)	NRC	MRC
Service Location (from Table 1): A renew	/29 - \$0 NRC, \$0 MRC	
Service Location (from Table 1): select	Select	
Service Location (from Table 1): select	Select	
Service Location (from Table 1): select	Select	
Service Location (from Table 1): select	Select	
Subtotal:	\$ 0.00	\$ 0.00

1. Service Description.

a. **Dedicated Internet Access ("DIA")** DIA is a dedicated bandwidth from Customer Service Location to the Frontier IP network then to the public Internet which provides reliable, secure and scalable bandwidth. Physical termination shall conform to applicable rules and regulations with respect to Minimum point of entry (MPOE) and demarcation point. If Customer requests extensions beyond the MPOE, such extension (s) shall be subject to Frontier's cabling service policies and Frontier's charges related thereto per separate Frontier Cabling Service and Fee Schedule.

2. Pre-installation cancellation fees, FOC Notice and Special Construction.

(a) **Pre-installation cancellation fees.** Notwithstanding any provision of the FSA: (1) If Customer cancels any Service or Equipment prior to delivery of any Equipment or installation of the Service or Equipment, Customer shall pay a processing fee of \$750 (the "Processing Fee") and



Dedicated Internet Access (DIA)
Schedule

Frontier Confidential

(2) Frontier will provide Customer with notice (the "FOC Notice") of the project completion date (the "FOC Date") as soon as possible in light of the requested services and customer's location.

(b) Special Construction: All Services are subject to availability and Frontier Network limitations. The rates identified in this Schedule are estimated based on standard installation costs and Services may not be available at all service locations at the rates identified.

3. Obligations of Customer. Customer is responsible to ensure appropriate processes and protocols are in place for rate shaping to the amount of throughput ordered.

4. After Hours/Holiday Labor Hours. If Customer desires coordinated turn up services ("After Hours") during non-business hours, defined below, then the After Hours services shall be provided at the rate of \$175.00 per hour.

Such After Hours services may be subject to change, based upon Frontier's reasonable determination of increases in actual costs to provide such After Hours services, determined in accordance with generally accepted commercial accounting practices, and consistent with After Hours service charges for projects comparable to the project outlined in this Schedule

5. Internet Acceptable Use Policy and Security. Customer shall comply, and shall cause all Service users to comply, with Frontier's Acceptable Use Policy ("AUP"), which Frontier may modify at any time. The current AUP is available for review at the following address, subject to change: http://www.frontier.com/policies/commercial_aup/.

6. Service Level Agreement. The Dedicated Internet Access Service Level Agreement for Dedicated Internet Access is attached hereto and incorporated herein as Exhibit 1.

This Schedule is not effective, and pricing, dates and terms are subject to change until signed by both parties. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement.

Frontier Communications of America, Inc.

Oxnard School District

Signature:
Printed Name:
Title:
Date:

Signature:
Printed Name:
Title:
Date:



Dedicated Internet Access (DIA) Schedule

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EXHIBIT 1 Service Level Agreement

This **Dedicated Internet Access Service Level A Agreement (“SLA”)** applies to an Dedicated Internet Access (DIA) Schedule, executed by and between **Oxnard School District (“Customer”)** and **Frontier Communications of America, Inc. (“Frontier”)**. The terms of this SLA apply exclusively to the Dedicated network elements directly within Frontier’s management responsibility and control (“On-Net Service”).

1. Operational Objectives

A. **Availability:** Circuit Availability is the ability to exchange data packets with the nearest Frontier Internet Point of Presence (“POP”) or DIA Customer egress port (Z location) via the ingress port (A location). “Service Outage” occurs when packet transport is unavailable or when the output signal is outside the limits of this service guarantee. Availability is measured by the number of minutes during a calendar month that the On-Net Service is operational, divided by the total minutes in that calendar month. Calculation is based on the stop-clock method beginning at the date and time of the Customer-initiated trouble ticket and ends when Frontier restores SLA-compliant circuit operation. Frontier’s On-Net Service Availability commitment and applicable Service credit are outlined in **Table 1A**, subject to Sections 3 and 4 below.

Table 1A: Dedicated Internet Access		
Circuit Availability (CA)		MRC Service Credit
Availability	99.99%	Below 99.99% Service Credit 30% MRC

B. **Mean Time to Repair (MTTR):** MTTR is a monthly calculation of the average duration of time between Trouble Ticket initiation (in accordance with Section 2B) and Frontier’s reinstatement of the DIA Service to meet the Availability performance objective. The MTTR objectives, and credits applicable to a failure to meet such objectives, are outlined in **Table 1B**, subject to Sections 3 and 4 below.

Table 1B: Dedicated Internet Access		
Mean Time To Repair		MRC Service Credit
MTTR	4 Hours	25 % MRC above 4 hrs 50% MRC above 6 hrs.

C. To the extent applicable, the Customer is entitled to one Service Credit per Service Outage (i.e. for either the higher of Circuit Availability credit or Mean Time to Repair credit, if applicable). If applicable, the On-Time Provisioning credit would be in addition to the Service Outage credit.

2. Service Outage Reporting Procedure.

- A. Frontier will maintain a point-of-contact for Customer to report a Service Outage, twenty-four (24) hours a day, seven (7) days a week.
- B. When DIA Service is impacted from a Service Outage, Customer must contact Frontier’s commercial customer support center (also known as the “NOC”) at 1-(888) 637-9620 to identify the Service Outage and initiate an investigation of the cause (“Trouble Ticket”). Responsibility for Trouble Ticket initiation rests solely with Customer. Once the Trouble Ticket has been opened, the appropriate Frontier departments will initiate diagnostic testing and isolation activities to determine the source. In the event of a Service Outage, Frontier and Customer will cooperate to restore the Service. If the cause of a Service Outage is a failure of Frontier’s equipment or facilities, Frontier will be responsible for the repair. If the degradation is caused by a factor outside the control of Frontier, Frontier will cooperate with Customer to conduct testing and repair activities at Customer’s cost and at Frontier’s standard technician rates.
- C. A Service Outage begins when a Trouble Ticket is initiated and ends when the affected DIA Service is Available; provided that if the Customer reports a problem with a Service but declines to allow Frontier access for testing and repair, the Service will be considered to be impaired, but will not be deemed a Service Outage subject to these terms.
- D. If Frontier dispatches a field technician to perform diagnostic troubleshooting and the failure was caused by the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; then Customer will pay Frontier for all related time and material costs at Frontier’s standard rates.

3. Credit Request and Eligibility.

A. In the event of a Service Outage, Customer may be entitled to a credit against the applicable DIA Service MRC if (i) Customer initiated a Trouble Ticket; (ii) the Service Outage was caused by a failure of Frontier’s equipment, facilities or personnel; (iii) the Service Outage warrants



Dedicated Internet Access (DIA) Schedule

Frontier Confidential

a credit based on the terms of Section 1; and (iv) Customer requests the credit within thirty (30) days of last day of the calendar month in which the Service Outage occurred.

- B. Credits do not apply to Service Outages caused, in whole or in part, by one or more of the following: (i) the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; (ii) failure of power; (iii) the failure or malfunction of non-Frontier equipment or systems; (iv) circumstances or causes beyond the control of Frontier or its representatives; (v) a Planned Service Interruption; (vi) Emergency Maintenance or (vii) interruptions resulting from Force Majeure events as defined in Customer's FSA. In addition, Customer will not be issued credits for a Service Outage during any period in which Frontier is not provided with access to the Service location or any Frontier network element, or while Customer is testing and/or verifying that the problem has been resolved. "Planned Service Interruption" means any Service Outage caused by scheduled maintenance, planned enhancements or upgrades to the Frontier network; provided that Frontier will endeavor to provide at least five (5) business days' notice prior to any such activity if it will impact the Services provided to Customer. "Emergency Maintenance" means maintenance which, if not performed promptly, could result in a serious degradation or loss of service over the Frontier network.
 - C. Notwithstanding anything to the contrary, all credit allowances will be limited to maximum of 50% of the MRC for the impacted DIA Service, per month. For cascading failures, only the primary or causal failure is used in determining Service Outage and associated consequences. Only one service level component metric can be used for determining Service credits. In the event of the failure of the Service to meet multiple metrics in a one-month period, the highest Service credit will apply, not the sum of multiple Service credits. For example, if Customer's Service Outage triggers both operational objectives (i.e. Circuit Availability and Mean Time to Repair), Customer will receive the highest available Service Credit, but not both.
 - D. This SLA guarantees service performance of Frontier's Dedicated Internet Access services only. This SLA does not cover TDM services [DS1, NxDS1, or DS3 services] or other voice or data services provided by Frontier. This SLA does not apply to services provided over third party non-partner facilities, through a carrier hotel, or over Frontier facilities which terminate through a meet point circuit with a third party non-partner carrier.
 - E. The final determination of whether Frontier has or has not met SLA metrics will be based on Frontier's methodology for assessment of compliant performance. Service Outage credits are calculated based on the duration of the Service Outage, regardless of whether such Service Outage is the result of failure of the Service to meet one or more performance metric.
 - F. Credit allowances, if any, will be deducted from the charges payable by Customer hereunder and will be expressly indicated on a subsequent bill to Customer. Credits provided pursuant to this SLA shall be Customer's sole remedy with regard to Service Outages.
4. **Chronic Outage:** An individual DIA Service qualifies for "Chronic Outage" status if such service fails to meet the Availability objectives, and one or more of the following: (a) a single Trouble Ticket extends for longer than 24 hours, (b) more than 3 Trouble Tickets extend for more than 8 hours, during a rolling 6 month period, or (c) 15 separate Trouble Tickets of any duration within a calendar month. If an DIA Service reaches Chronic Outage status, then Customer may terminate the affected DIA Service without penalty; provided that Customer must exercise such right within ten (10) days of the DIA Service reaching Chronic Outage status and provide a minimum of 15 days prior written notice to Frontier of the intent to exercise such termination right.

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: March 15, 2023

Agenda Section: Section C: Facilities Agreement

Ratification of Amendment #1 to Agreement #22-201 with Flewelling & Moody for the Driffill K-8 School Improvement Project, New Transitional Kindergarten Facilities (Mitchell/Miller/CFW)

The Board of Trustees approved the Enhanced Master Construct Program that focuses on increasing the number of K-8 school facilities and replacing older schools, portable classroom, and support facilities with permanent K-5 & K-8 schools; all with the 21st Century Learning Environments that meet adopted Board specifications and program requirements.

On October 26, 2022, the State Allocation Board approved an apportionment of \$7 million from the California Preschool, Transitional Kindergarten, Full-Day Kindergarten grant program for new classrooms at Driffill Elementary School.

On January 18, 2023, the Board of Trustees approved Agreement #22-201, in the amount of \$387,000.00, with Flewelling & Moody to provide Architectural Services relating to the Driffill K-8 School Improvement Project, New Transitional Kindergarten.

Pursuant to District direction, CFW, Inc. has requested a proposal from Flewelling & Moody to provide additional professional services required to execute the project.

Amendment #1, in the amount of \$100,000.00, is required to provide the requested additional services, for a new total agreement amount of \$487,000.00.

FISCAL IMPACT:

One Hundred Thousand Dollars and No Cents (\$100,000.00)

Fees to be paid out of Master Construct and Implementation Program funds.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Amendment #1 to Agreement #22-201, with Flewelling & Moody, for the Driffill K-8 School Improvement Project, New Transitional Kindergarten.

ADDITIONAL MATERIALS:

Attached: [Amendment #1 \(1 Page\)](#)

[Agreement #22-201, Flewelling & Moody \(73 Pages\)](#)

AMENDMENT #1 TO OSD AGREEMENT #22-201

Amendment 1 to:

Agreement for Architectural Services between Oxnard School District and Flewelling and Moody Inc. for Driffill K-8 Elementary School, New Transitional Kindergarten Facilities (F&M Project 3057.0000)

Background

The District has requested the original agreement modifications be made for the following:

- Section 5.4.2 Reimbursable Expenses: the original amount to be increased for the additional work requested by the District that are outside of Basic Services.

Description of Services

As defined per the original agreement the following additional services are to be provided:

1. Employ a land surveyor to conduct a survey of the project area and obtain a complete topographic survey.
2. Employ a geotechnical engineer to complete the geotechnical and geo-hazard reports as required for California Geological Survey (CGS) review and approval.
3. Employ an environmental specialist to conduct a site assessment and obtain the Phase 1 Environmental Impact report.
4. Other reimbursable expenses as defined by the proposal.
5. Any other additional scope of work requested by the client that are not included in Basic Services.

Fee and Method of Payment

The District shall increase the reimbursable expenses for all services contracted for under this amendment to the following amount:

Total reimbursable expenses not to exceed \$100,000.00

District shall pay the Architect the fee for all services performed and pursuant to the provisions of the original agreement.

Approved:

For: Oxnard School District

For: Flewelling & Moody, Inc.



Lisa A. Franz

Director, Purchasing

Scott F. Gaudineer, A.I.A.

President

OSD AGREEMENT #22-201

AGREEMENT FOR ARCHITECTURAL SERVICES

BETWEEN

Flewelling and Moody

AND

OXNARD SCHOOL DISTRICT

January 19, 2023

FOR

**Driffill K-8 Elementary School
New Transitional Kindergarten Facilities**

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AGREEMENT FOR ARCHITECTURAL SERVICES

PREAMBLE

This Agreement for Architectural Services (“**Agreement**”) is entered into on this **19th day of January, 2023** by and between **Flewelling and Moody**, an architectural firm that employs architects licensed to work in the State of California (collectively and individually, the “**Architect**”), with a business address at **815 Colorado Boulevard, Suite 200, Los Angeles, CA 90041** and the Oxnard School District, a California public school district (“**District**”), with offices located at 1051 South A Street, Oxnard CA 93030, in connection with services commencing on **January 19, 2023**. District and Architect are sometimes individually referred to herein as “**Party**” and collectively as “**Parties**.”

RECITALS

WHEREAS, the District proposes to undertake the construction and installation of certain improvements, as further defined and described below (the “**Project**”) and, in connection with the Project, requires the services of a duly qualified and licensed architect.

WHEREAS, the Architect represents that its employees are licensed to practice architecture in the State of California, as appropriate, and that the Architect is qualified to perform the services required under this Agreement.

WHEREAS, the Parties intend that the Architect provide professional services pursuant to this Agreement, under the management and oversight of the District’s Representative, in such manner as to enable the Project to be designed and constructed with the standard of care described herein without burdening the District’s staff.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and covenants herein and other valuable consideration, receipt of which is acknowledged, the Parties agree as follows:

SECTION 1 GENERAL PROVISIONS

1.1 **DEFINITIONS.** When used in this Agreement, the following terms shall have the meanings set forth below:

1.1.1 “**Addendum**” shall mean written or graphic information (including without limitation Drawings and Specifications), prepared and issued prior to the receipt of Bids, which modifies or interprets the Bid Set by additions, deletions, clarifications, or corrections.

1.1.2 “**Additional Services**” shall mean those services in addition to the Basic Services that are provided by the Architect pursuant to a written request by the District.

1.1.3 “**Agreement**” shall mean this document and all its identified exhibits, attachments and amendments.

1.1.4 “Architect” shall mean the architectural firm listed in the first paragraph of this Agreement.

1.1.5 “Architect Consultant” shall mean a person properly qualified and licensed in various aspect of design and construction employed at Architect’s sole expense, pursuant to prior approval from the District, to provide Services for the Project.

1.1.6 “Architect’s Supplemental Instruction” or “ASI” shall mean a small set of drawings which better explains the intent of the design of a building or structure

1.1.7 “As-Built Documents” shall mean the collection of documents assembled and prepared by the Contractor (including, without limitations the As-Built Drawings and specifications, shop drawings, approved changes, RFIs, manuals etc.) showing the condition of the Project as actually built and accepted.

1.1.8 “As-Built Drawings” shall mean the final set of drawings prepared by the Architect that incorporates all changes from all drawings, sketches, details, and clarifications recording all changes from the Bid Set.

1.1.9 “Basic Fee” shall mean the compensation provided to the Architect for providing Basic Services.

1.1.10 “Basic Services” shall consist of (i) the professional design services, including but not limited to landscape and irrigation design, architectural, civil, structural, mechanical, plumbing (including fire sprinklers), acoustical, food service, audio and visual design, electrical services, a SWPPP for the Project, and LEED services as required to complete the Project, (ii) preparing educational specifications for the Project, and (iii) preparing and/or signing documentation required to obtain funding from any program administered by the State..

1.1.11 “Bid” shall mean the written proposal submitted to the District by a Contractor in accordance with the Bid Set for the construction of the Project.

1.1.12 “Bid Set” shall mean the DSA Record Set, the construction contract, general conditions and any other documents included in the bid packages, including but not limited to any addenda, all in a form that District approves and uses to bid the construction of the Project.

1.1.13 “Bidder” shall mean the person or entity submitting a Bid.

1.1.14 “BIM” or “Building Information Modeling” shall mean the process of generating and managing building data during its life cycle. Typically it uses three dimensional, real-time, dynamic modeling software to increase productivity in building design and construction. The process encompasses building geometry, spatial relationships, geographic information, and quality and properties of building components.

1.1.15 “CDE” shall mean the California Department of Education.

1.1.16 “Change Order” or “CO” shall mean a written document between the District and the Contractor that is signed the District and the Contractor authorizing a change in the work or and adjustment in the contract, or the contract time.

1.1.17 “Change Order Request” or “COR” shall mean a proposed change(s) in contract amount, requirements or time (outside the scope of the construction contract and/or provisions of its changes clause) which becomes a Change Order when approved by the other party (owner or contractor).

1.1.18 “CHPS” shall mean Collaborative for High Performance Schools.

1.1.19 “Construction Budget” shall mean the Construction Cost, established by the District representative, of the documents and specifications prepared by or under the direction of the Architect, as amended by agreement of the parties during any subsequent phase.

1.1.20 “Construction Cost” shall mean, as of acceptance of the Project, the cost of all labor, materials, and fixtures (but not trade fixtures) supplied by the Contractor and subcontractors to construct the Project, including mobilization, demobilization, materials and other costs typically included in this calculation and *excluding* (i) all fees and costs paid to the Architect and any of their consultants, (ii) all costs and expenses of services, reports, information, equipment and materials furnished by the District, (iii) all costs and fees related to off-site improvements, (iv) all costs incurred to remedy any design or construction defects or errors, and (v) any other Project-related costs and fees typically excluded.

1.1.21 “Construction Documents” shall mean those documents which are required for the actual construction of a project, including but not limited to the agreement between the District and the Contractor; complete working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required for architectural, structural, mechanical, electrical systems and utility service-connected equipment and site work.

1.1.22 “Construction Manager” shall mean and refers to any professional or consultant retained by the District to plan, direct and coordinate the construction of the Project.

1.1.23 “Construction Document Phase” shall have the meaning set forth in Exhibit B.

1.1.24 “Construction Phase(s)” shall mean individual construction contract packages that are bid separately.

1.1.25 “Constructability Review” shall mean, the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District’s objectives as explained to the Architect by the District; (ii) are free of errors, omissions, conflicts or other deficiencies so that the Contractors can construct the Project as therein depicted without delays, disruptions, or additional costs.

1.1.26 “Contractor” shall mean the general contractor or any other contractor selected to perform work or services on the Project or any replacement.

1.1.27 “Contractor Payment Application” shall mean a Contractor’s written request for payment for completed portions of the work and for materials delivered or stored by the Contractor.

1.1.28 “Design Bid Build” shall mean a project delivery method defined by the following characteristic – design and construction are separate contracts.

1.1.29 “Design Development Phase” shall have the meaning set forth in Exhibit B.

1.1.30 “District” shall mean the Oxnard School District.

1.1.31 “District Design Standards” shall be the implementation of standard equipment and/or products as determined by the District, into the overall project design.

1.1.32 “District’s Representative” shall mean the Superintendent and/or, Deputy Superintendent, Business & Fiscal Services and/or Director of Facilities, or any authorized designee of those officers.

1.1.33 “DSA” shall mean the Division of the State Architect of the State of California.

1.1.34 “DSA Record Set” shall mean such documents, plans, drawings and specifications submitted to DSA as part of the design phase and stamped and approved by DSA for the Project.

1.1.35 “Educational Specifications” shall mean the interrelated statements that communicate what educators believe is required to support a specific educational program.

1.1.36 “Funding Consultant” shall mean any consultant designated by the District that assists the District in submitting applications for funding from programs administered by the State.

1.1.37 “Guaranteed Maximum Price” or “GMP” shall mean the cost for construction and installation of a project determined by the District and the lease-leaseback entity when the Lease-Leaseback delivery method is used and shall include both the “Estimated GMP” and the “Final GMP”.

1.1.38 “Inspector of Record” or “IOR” shall mean a certified Inspector approved by DSA to inspect work pursuant to the Field Act (California Education Code §17280 *et seq.*) and applicable provisions of the California Code of Regulations. The IOR also serves as the representative of the District to conduct field inspections of the Project during construction.

1.1.39 “Lease-Leaseback” shall mean a project delivery method under which the District leases real property it owns to a lease-leaseback entity and the lease-leaseback entity causes the construction of a facility the District desires on said real property and subleases the facility back to the District, with title to the facility vesting in the District at the end of the term of the sublease, as set forth in California Education Code §17406.

1.1.40 “LEED” shall mean Leadership in Energy and Environmental Design as administered by the U.S. Green Building Council.

1.1.41 “Weekly Memo” shall mean a written summary of progress of the specific task or portion of the work provided on Friday of every week to CFW’s Sr. Program Manager in charge of the program.

1.1.42 “Modernization/New Construction” shall mean the comprehensive replacement or restoration of virtually all major systems, interior work (such as ceilings, partitions, doors, floor finishes, etc.) and building elements and features.

1.1.43 “MOU” shall mean a memorandum of understanding.

1.1.44 “Notice of Completion” or “NOC” shall mean the legal notice filed with the County Recorder after completion of construction project.

- 1.1.45** “**OPSC**” shall mean the Office of Public School Construction of the State of California.
- 1.1.46** “**Phase**” when used without the word “Construction” shall mean the various phases of architectural work described in this Agreement.
- 1.1.47** “**Potential Change Order**” or “**PCO**” shall mean is a written document before it has been approved and effected by the contractor and owner.
- 1.1.48** “**Principal(s)**” shall mean individual(s) who are participating owners of the Architect and are authorized to act on behalf of the firm.
- 1.1.49** “**Project**” shall mean the project described hereinafter in Section 3.
- 1.1.50** “**Project Budget**” shall mean the sum total of all monies allocated by the District to defray costs of the work and services related to the Project; including but not limited to professional services, bids for all construction (such as site work, prime contracts, consultants, materials), contingencies and applicable general conditions for each Construction Phase.
- 1.1.51** “**Project Director**” shall mean, with reference to the Architect, a licensed, experienced and well-trained professional employed by Architect and fully authorized to represent the Architect in all matters related to the Project including but not limited to executing change orders during construction, and to bind the Architect to any commitments made on the Architect’s behalf in connection herewith.
- 1.1.52** “**Project Manager**” shall mean the person assigned by the District to supervise the Project. The District will identify the Project Manager(s) for each Project.
- 1.1.53** “**Project Schedule**” shall mean the entire series of events necessary to design and construct the Project and encompasses work and services of the Architect, Contractors and other consultants.
- 1.1.54** “**Prolog**” shall mean the program/project management software required by the District to maintain, route and issue all design phase documents, construction documents, and close out documents.
- 1.1.55** “**Request for Information**” or “**RFI**” shall mean a written request from a contractor to the District or Architect for clarification or information about the contract documents following contract award.
- 1.1.56** “**SAB**” shall mean the State Allocation Board of the State of California.
- 1.1.57** “**Schematic Design Phase**” shall have the meaning set forth in Exhibit B.
- 1.1.58** “**Services**” shall mean all labor, materials, supervision, services, tasks, and work that the Architect is required to perform hereunder, including Basic Services and those Services reasonably inferred from this Agreement, as further described and clarified in **Exhibit B** hereto, including any Additional Services required of the Architect hereunder.
- 1.1.59** “**SWPPP**” shall mean Storm Water Prevention and Pollution Plan.

1.1.60 “Time Impact Analysis” or “TIA” shall mean a simplified analysis procedure typically specified on construction projects to facilitate the award of excusable days to project completion due to delays caused by either the owner or contractor.

1.2 INCORPORATION OF RECITALS, EXHIBITS AND REFERENCED DOCUMENTS The Recitals above and all Exhibits attached to this Agreement, now or hereafter by agreement of the parties, are incorporated herein by reference and made a part of this Agreement.

SECTION 2
EMPLOYMENT OF ARCHITECT

2.1 EMPLOYMENT OF ARCHITECT. The District hereby retains the Architect, pursuant to California Government Code, Title 1, Division 5, Chapter 10.1 and Section 53060 thereof, to perform, for consideration and upon the terms and conditions set forth herein, all professional architectural and related Services required to complete the Project, as may be hereafter amended in an expeditious, safe and satisfactory manner. The Architect hereby accepts such retention and commits to perform all the professional services required to complete the Project in a professional and conscientious manner in accordance and consistent with highest industry standards and the standard of care generally employed by professionals licensed and qualified to perform similar services within the State of California. The Services shall be performed in a safe, expeditious and satisfactory manner, with allowance for periods of time required for (i) the District's review and approval of submissions to the District by the Architect; (ii) review and approval of submissions to those authorities having jurisdiction over the Project, and (iii) the Architect's review of submissions to the Architect from the District, or authorities having jurisdiction over the Project.

2.2 PROJECT DIRECTOR AND OTHER EMPLOYEES. The Architect shall appoint and designate one State of California licensed architect to serve as the Project Director for the Project. The Project Director shall maintain personal oversight of the Project and the Services and shall be the primary contact on the Architect's behalf for all matters related to the Project for which he or she is designated as Project Director. The Project Director shall be vested with full authority to represent and act on behalf of the Architect for all purposes under this Agreement.

2.3 ARCHITECT COVENANT AGAINST CONTINGENT FEES. The Architect warrants and represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Basic Fee or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

SECTION 3
THE PROJECT

The Project consists of such works of new construction, modernization and/or improvement that require services to be provided by Architect described more fully on Exhibit A.

SECTION 4
SERVICES

4.1 BASIC SERVICES. The Basic Services, deliverables and submittals required under this Agreement are described in **Exhibit A**. The Basic Services are divided into Phases, such as planning programming phase, schematic phase, etc. to facilitate the completion of each set of services during specified times established under the Project Schedule.

4.2 GENERAL PROVISIONS CONCERNING BASIC SERVICES

4.2.1 Employment of Personnel. The Architect shall employ, at its own cost and expense, any and all personnel needed to perform the Services. Architect must identify all personnel that will perform work at any District site and must obtain fingerprinting clearance from the District. Architect agrees to reallocate any personnel whose work is unsatisfactory to the District. Architect shall at all times be solely responsible for the compensation, benefits, tax deductions, insurance or other requirements of any laws applicable to its personnel.

4.2.2 Employment of Architect Consultant(s). For services not provided directly by the Architect, the Architect shall employ, at its own cost and expense, any and all needed Architect Consultant(s) to perform the services hereunder. Architect Consultant(s) retained by the Architect in the performance of this Agreement shall be licensed to practice in their respective professions where required by law. The Architect Consultant(s) will be required to show evidence of a policy of professional liability and/or project insurance that satisfies the requirements of Section 11.2 hereinafter.

4.2.3 The Architect shall remain at all times primarily responsible for the adequate performance of each service and said employment of the Architect Consultants shall not relieve the Architect from administrative or other responsibility under law or this Agreement. Architect shall be responsible for the coordination and cooperation of the Architect Consultants. The Architect's Consultant(s) may include but are not limited to designers and engineers for the structural, electrical, mechanical, plumbing (including fire sprinklers), landscaping, audio and visual, food service, acoustical, theatrical, and civil portions of the Project. Prior to entering into any consulting agreement and prior to authorizing any consultant(s) to perform any services on the Project, the Architect shall submit a written request for approval to District. The request shall include the names of the Architect Consultant firms proposed for the Project and shall identify the key personnel of each Architect Consultant's firm. The District shall have the discretion to reject any proposed firm and/or personnel. If the proposed firm and/or personnel is rejected, the Architect may perform the Services at issue, if qualified to do so, or may propose an alternate acceptable to District.

4.2.4 Cooperation with District and Other Consultants. The Architect and its Consultant (s) shall confer and cooperate with District, the Project Manager, and other District consultants, if any, in all matters and activities as related to this Agreement and each Project.

4.2.5 Project Management Software. The project may be managed through a project management software from design through closeout. Architect will utilize the software as required by the District.

4.2.6 Corrections to Construction Documents and Other Deliverables. The Architect shall revise the Construction Documents as needed to incorporate any and all change orders and other necessary modifications required due to negligent acts or any errors or omissions by the Architect or the Architect Consultants. The Architect shall also provide any modifications to any deliverables required under **Exhibit A** if such modifications become necessary due to any errors or omissions of the Architect or the Architect Consultants.

4.2.7 Weekly Reports. The Architect shall provide written weekly reports discussing the progress made concerning Services and sent to the District's Sr. Program Manager.

4.2.8 Minutes of Progress Meetings. The Architect will note discussions during progress meetings concerning any Services and will provide a draft copy of the minutes.

4.2.9 Independent Reviews; Audits. Each Project shall at all times be subject to independent reviews conducted by the District or any other person selected by the District, including but not limited to Constructability Review and audits. Such reviews may include inspection of any work, documents or services related to the Project. The Architect shall cooperate with these reviews, including preparing written responses to written or verbal comments, and incorporating changes to the Construction Documents based on such comments. If the Architect does not deem that a comment requires a change, the Architect shall so state in a written response to the comment providing reasons why no change should be implemented. If District nevertheless directs the Architect to implement the requested change, the Architect will do so unless the change would result in a violation of applicable laws or requirements.

The scope of the Architect's obligations during Constructability Review includes without limitation written confirmation, in form and content satisfactory to the District, that (a) requirements noted in the design documents are consistent with and conform to District requirements; and (b) there are no errors, omissions or deficiencies in the Construction Documents that a reasonable Architect using skill and diligence standard in the profession would have detected and corrected prior to submission of the Construction Documents.

4.2.10 Independent Cost Estimates. The District shall have the right, but not the obligation to obtain independent cost estimate(s) conducted by an estimator designated by the District and at the expense of the District. The Architect shall be available to answer the estimator's questions regarding the design and attend meetings with the estimator to reconcile the Architect's required estimates with any independent estimator's estimate.

4.2.11 Inspection of Records; Familiarity with Site and Project. The Architect shall be solely responsible for researching and analyzing all records of the existing improvements and the proposed Project, identifying all District held record documents concerning each portion of the Project, conducting site visits and familiarizing itself with the conditions of the structure(s) and location(s) in which it is providing Services. It is required that the Architect will visit each site prior to design completion to validate existing conditions and record plans of existing buildings and site utilities.

4.2.12 Construction Delivery Methods: Lease-Leaseback. The District may at its discretion enter into Lease-Leaseback pre-construction services and construction contracts for the Project. The Architect will work cooperatively with the Lease-Leaseback contractor during the performance of its pre-construction service phase to implement value engineering, BIM and constructability recommendations.

4.2.13 Funding Applications and Approvals. The Architect shall assist the District with any and all funding applications and submittals for any program administered by the State or other entities. Architect may be required to prepare, sign and submit applications and documents to various entities such as DSA, OPSC, CDE, and the U.S. Green Building Council. The Architect's duties shall include the preparation and submittal of application(s), plans and specifications, and any supplemental funding applications (such as CHPS, CDE, as well as OPSC and others as may

be required). The Architect shall respond timely to review comments and work cooperatively with the District's Funding Consultant to achieve any and all submittal deadlines.

4.2.14 District Design Standards. The Architect shall be responsible for implementing all District Design Standards issued to the Architect by the District into the overall project design. Design standards include but are not limited to equalization standards, furniture, fixture and equipment standards, maintenance standards, data and technology standards, security intrusion and video surveillance standards.

4.2.15 Storm Water Prevention and Pollution Plan (SWPPP). The Architect shall be responsible for all designs and permitting, excluding fees, as it relates to the SWPPP plans and specifications for the Project. Responsibility also includes the preparation of plans, specifications, and any other requirements needed to obtain the **required regulatory approvals** and permits.

4.2.16 Changes. The Architect shall revise the Construction Documents as needed to incorporate any and all change order requests, potential change orders, supplementary instructions and other necessary modifications. The Architect is responsible for obtaining DSA approval for all changes.

4.2.16.1 Changes Required to Meet Construction Budget. If the lowest responsible bid exceeds one hundred ten percent (110%) of the Construction Budget, Architect shall revise the scope of the project for re-bidding at no additional expense to the District. The District shall approve or disapprove, in its sole discretion, all proposed changes to the scope intended to effect cost reduction and no such changes shall be effective until approved by the District.

4.2.17 Deliverables. Unless otherwise agreed to in writing, Architect shall produce the deliverables identified on **Exhibit A**.

4.3 ADDITIONAL SERVICES

4.3.1 Architect Additional Services. Additional Services for any Project will require written request or pre-authorization in writing by the District following specific approval of such services by the Board of Trustees. If Additional Services result in a modification of the Basic Fee, then the Architect shall be paid for such additional services as part of the payment for the Basic Fee. All other Additional Services shall be paid by the District as provided in Section 5.2, Compensation for Additional Services.

4.3.2 The following services are not Basic Services under this Agreement and are to be considered Additional Services:

4.3.2.1 Revisions and changes requested by the District to be made to drawings, specifications or documents previously approved by the District prior to awarding the construction contract, provided that such changes are not (i) required to make the documents compliant with original design requirements, (ii) revisions that should have been implemented during design or (iii) necessary to comply with applicable laws, rules, or regulations.

4.3.2.2 Services for repairs of damages to the Project resulting from third-party actions or unforeseen conditions or circumstances not the result of negligence or errors or omissions

of the Architect or the Architect Consultants, including but not limited to repairs necessary due to damage caused by fire, flood or other unforeseen conditions not the result of negligence or errors or omissions of the Architect or the Architect Consultants.

4.3.2.3 Additional Services required due to (i) the termination, delinquency or insolvency of the Contractor, or (ii) a default of the Contractor that does not arise directly from the negligence or errors or omissions of the Architect or the Architect Consultants.

4.3.2.4 Any of the following if directed by the District in writing: (i) the employment of specialty consultants not listed in the Architect’s Basic Services, and (ii) the preparation of special delineations and models of facilities not included in the original Project.

4.3.2.5 Contract administration services performed more than 180 days after the original construction contract completion date, except when such delay is caused in whole or in part by the negligence or errors or omissions or willful misconduct of the Architect or the Architect Consultants.

SECTION 5
ARCHITECT’S COMPENSATION & PAYMENT SCHEDULE

5.1 COMPENSATION FOR BASIC SERVICES

5.1.1 Compensation Description. The Architect shall perform the Basic Services in exchange for compensation equal to the Basic Fee of:

\$387,000.00

If the Project is divided into Construction Phases, the Architect shall allocate the Basic Fee over the Construction Phases and the allocation shall be in rough proportion to the Construction Budget for the Project with consideration given to the size and complexity of each Construction Phase. It is agreed that, as long as the Architect performs the Services for the Project or Construction Phase in a timely manner, in compliance with the provisions of this Agreement and to the satisfaction of the District, payments of the Basic Fee for each Project or Construction Phase shall be made by the District, upon approval by the District of deliverables described in **Exhibit A**, and approval of invoices satisfactory to the District, in amounts not to exceed the percentages for each Phase as set forth in the following Table:

Architectural Phases	
1	Project Initiation Phase 2.0%
2	Development of Architectural Program 2.0%
3	Schematic Design Phase 10.0%
4	Design Development Phase 17.0%
5	Construction Documents Phase 40.0%
6	Bidding Phase 2.5%
7	Construction Phase 20.0%
8	Project Close Out Phase 6.5%
Total Basic Fee 100.0%	

5.1.1.1 Invoices. Invoices may be submitted at the end of each phase in the Table above or as a monthly progress billing per each phase, except that the construction administration phase can be billed as progress in proportion to the certified completion of construction, rounded to the nearest whole percent, as determined by the District.

5.1.1.2 Close-Out Phase. The remainder of the Basic Fee shall be paid to Architect upon satisfactory completion of all Services identified as Close Out Phase on **Exhibit C**, provided that payment will be made as follows: (i) three percent (3%) will be paid after the submission by the Architect of the Verified Report (described on **Exhibit A**) to DSA; and (ii) three and one-half percent (3.5%) will be paid after receipt by the District of final DSA certificate and verification that all fees due to the Architect's Consultants providing Services in connection with this Agreement have been paid.

5.2 COMPENSATION FOR ADDITIONAL SERVICES

5.2.1 Fees negotiated for Additional Services pursuant to 4.3.2.1 that result in a change in the scope of the Project or Basic Services shall be processed as an amendment to the Basic Services and Basic Fee, subject to the approval of District's Board of Trustees.

5.2.2 All other fees for Additional Services may be negotiated on a fixed fee or time and materials basis.

5.3 DISPUTED AMOUNTS. In the event of any good faith dispute concerning a particular payment or a portion of a payment under this Agreement, pursuant to Section 3320 of the California Civil Code, the District shall have the right to do either of the following: (i) make such disputed payment to the Architect without prejudice to the District's right to contest the amount so paid; or (ii) withhold up to 150% of the disputed amounts. If the District withholds amounts invoiced by the Architect, the District will notify the Architect in writing of the reasons for the withholding. From and after the date such notice is given, the District and the Architect shall use their good faith efforts to resolve the dispute as quickly as practicable under the circumstances. If the District has given such notice, the Architect shall not be entitled to terminate this Agreement or suspend Services hereunder on account of such nonpayment, provided the District makes payment for all undisputed sums. If the District chooses to withhold payments under clause (ii) of this Section and if it is subsequently determined that the District owes an additional payment to the Architect, the District shall pay such amount to Architect. If the District chooses to proceed under clause (i) of this Section and it is subsequently determined that the District overpaid the Architect, the Architect shall promptly refund to the District the amount of such overpayment.

5.4 COMPENSATION FOR REIMBURSABLE SERVICES

5.4.1 PRIOR APPROVAL. The District will not be obligated to pay for any service(s) performed or cost incurred by the Architect without prior written authorization by the District. The following will not be reimbursed under this Agreement:

5.4.2 REIMBURSABLE EXPENSES. The EXCLUSIVE list of reimbursable expenses is set forth below. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. The Architect may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by the Architect or the Architect Consultant in furtherance of performance of its obligations under this Agreement, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by the District in writing and in total do not exceed \$20,000.00:

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

5.4.2.2 Reimbursable Reprographic Services. Print sets or copies requested in writing by the District beyond the quantities required under **Exhibit A**.

5.4.2.3 Fees for Consultants. Fees for consultants hired and paid by the Architect at the written request of District that are not provided as Basic Services.

5.5 INVOICES

5.5.1 Invoices for Architect's Basic Services. Following completion of the Services applicable to each Phase, or agreement by the District to consider an interim invoice, the Architect shall submit an invoice in form and substance satisfactory to the District in an amount not to exceed the amount specified as the portion of the Basic Fee to be paid for that Phase for the Services identified in the invoice.

5.5.1.1 Each invoice must be accompanied by an **Approval Letter** from the District in the form of **Exhibit B**, attached hereto.

5.5.1.2 Progress payments shall not be made at any time during the Bidding Phase. If District withholds any amount following a default, as provided in Section 6 of this Agreement, the Architect shall certify in each subsequent invoice that none of the amounts invoiced represent any portion of the amounts identified for withholding. Withheld amounts shall be paid as specified on the notice from the District informing the Architect that the District elects to exercise its right to withhold payment following an Architect default, if any.

5.5.2 Invoices for Additional Services. Except for Additional Services that are incorporated into the Basic Fee, payments for Additional Services, shall be made monthly after approval by the District's Board of Trustees. The Architect's invoice shall be clearly marked "Request for Payment for Additional Services." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by District.

5.5.3 Invoices for Reimbursable Expenses. Payments for Reimbursable Expenses, if any, shall be made monthly, unless otherwise specified within the reimbursable expense authorization. The Architect's invoice shall be clearly marked "Request for Payment of Reimbursable Expenses." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by District, unless the District disputes in good faith any portion of the amount claimed by the Architect to be due.

5.5.4 Final Invoice. Upon completion of all Services and delivery of final DSA certification, the Architect shall prepare a final invoice for the remaining amount due, including and separately identifying any amounts withheld by District hereunder. This invoice shall be prominently noted

FINAL INVOICE FOR THE DRIFFILL ELEMENTARY SCHOOL MODULAR UPGRADE. The Architect shall provide a final invoice within thirty (30) days of District's notification of receipt of final DSA certification. The District shall pay within forty-five (45) days of approval of final invoice. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to Contractors, provided the reason for such withholding is not attributable to the fault of the Architect or the Architect Consultants.

5.5.5 Combined Invoices. Invoices for Basic Services, Additional Services and Reimbursable Expenses may be combined on a single invoice provided that the invoice is itemized and follows the instructions above.

SECTION 6 **DEFAULT; REMEDIES; SUSPENSION AND TERMINATION**

6.1 TERMINATION BY DISTRICT

6.1.1 For Cause. The District may terminate all or any portion of this Agreement or the Services for cause in the event of an Architect Default. This termination shall be effective if with respect to any monetary Architect Default, the Architect fails to cure such default within fifteen (15) calendar days following issuance of written notice thereof by the District and with respect to any non-monetary default for which no time period for cure is otherwise specified below, the Architect fails to cure such default within thirty (30) calendar days following issuance of written notice thereof by the District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecute such cure to the satisfaction of the District. If the District does not terminate, the District will have the right to withhold monies otherwise payable to the Architect until completion of all Services. If the District incurs additional costs, expenses or other damages due to the failure of the Architect to properly perform pursuant to this Agreement, those costs, expenses or other damages shall be deducted from the amount payable to the Architect. If the amount payable to the Architect exceed the amounts withheld, the balance will be paid to the Architect upon completion of all Services. If the costs, expenses or other damages incurred by the District exceed the amounts withheld, the Architect shall be liable to District for the difference and the Architect shall promptly pay the District such difference. The provisions of this Paragraph 6.1.1 are in addition to, and not a limitation upon, any other rights and remedies of the District under law or in equity and shall survive the termination of this Agreement.

6.1.2 For Convenience. The District may terminate, abandon or suspend performance of this Agreement for convenience and without cause at any time upon thirty (30) days written notice to the Architect, in which case the District will pay the Architect as provided in Section 5 for all Services and authorized Additional Services actually performed, and all authorized Reimbursable Expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of termination; provided that such payments shall not exceed the percentage amounts specified as compensation for the Phases of the Services completed, plus any Additional Services and Reimbursable Expenses completed prior to termination, unless the District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, the Architect shall submit to the District a final claim for payment, in the form and with certifications prescribed by the District. Such claim shall be submitted promptly, but in

no event later than forty (40) calendar days after the Termination Date specified on the notice of termination.

Such payment shall be the Architect's sole and exclusive compensation and the District shall have no liability to the Architect for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

6.1.3 Temporary Suspension of Services. If the Services are suspended in whole or in part by the District for less than one hundred twenty (120) consecutive calendar days, and notice to that effect was provided to the Architect prior to the suspension of the Services, the Architect shall complete any remaining Services in accordance with the terms herein as in existence at the time of suspension and the Architect shall not be entitled to additional compensation. If one hundred twenty (120) consecutive calendar days or more have elapsed before the Services are resumed, the Project's Schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Services.

6.2 ARCHITECT DEFAULT. The occurrence of one or more of the following events shall constitute an "Architect Default" under this Agreement:

6.2.1 Inability to pay debts and Failure to Pay Architect Consultants. At any time prior to the expiration or termination of this Agreement, the Architect is unable to pay its debts in the ordinary course of business as they come due, including but not limited to failure to pay, when due, invoices from Architect Consultants providing services in connection with this Agreement.

6.2.2 Assignment for the benefit of creditors. An assignment for the benefit of creditors is made by, or any bankruptcy, reorganization (in connection with a debtor relief proceeding), receivership, moratorium or other debtor relief proceedings are commenced by or against the Architect, and the same is not discharged within ninety (90) days of commencement.

6.2.3 False or misleading. Any representation or warranty made by the Architect in this Agreement or in connection with any Services proves to be false or misleading in any material respect.

6.2.4 Failure to Provide Acceptable Design. The Architect's failure to provide a functional design that can be built within the Construction Budget in accordance with industry standards.

6.2.5 Defective Services; Errors or Omissions; Failure to Perform. The Architect or the Architect Consultant (a) provides defective services, including any deficiencies due to errors or omissions, or (b) fails to deliver Services in a timely manner; or (c) causes any delays for any reason, including providing defective Services; or (d) fails to perform any obligations under this Agreement (including, without limitation, failure to supply sufficient skilled personnel or suitable materials or equipment or failure to adhere to the Project Schedule).

6.2.6 Willful violation. The District determines that (a) the Architect is willfully violating any conditions or covenants of this Agreement or the Contract Documents, or (b) the Architect is executing Services in bad faith or not in accordance with terms hereof.

6.2.7 Failure to Cooperate with DSA. Failure to comply with DSA requirements or to submit documents at any pre-scheduled times in accordance with the MOU Process will constitute an automatic default.

6.2.8 Unapproved Assignment. The Architect attempts to assign this Agreement or any Services hereunder without prior written approval from the District.

6.2.9 Disregard of District Authority or Direction. The Architect disregards the authority of the District or fails or refuses to perform any reasonable act or service requested by the District hereunder.

6.2.10 Violation of Applicable Law. The Architect violates any applicable law, statute or governmental regulation in connection with any Services or this Agreement.

6.2.11 Failure To Maintain Errors and Omissions Insurance. The Architect fails to maintain the insurance required pursuant to Section 11.2.2.3 herein.

6.3 DISTRICT REMEDIES

6.3.1 General Remedies. If an Architect Default occurs under this Agreement, the District may exercise any right or remedy it has under this Agreement, or otherwise available at law or equity, and all of the District's rights and remedies shall be cumulative.

6.3.2 Withholding Payment. If an Architect Default occurs, the District's obligation to disburse further funds to the Architect pursuant to this Agreement may be terminated or suspended by the District, in its sole discretion. In connection with any Architect Default, the District may withhold all or a portion of any payments then or thereafter due to the Architect until the Architect cures any and all defaults to the satisfaction of the District.

6.3.3 Stop Work. Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, order the Architect in writing to stop work on the Services, or any portion thereof, until the Architect Default has been cured. The Architect shall make best efforts to avoid delays and shall be solely responsible for any additional costs to the Project in connection with such "stop work" order.

6.3.4 Errors & Omissions; Additional Costs. In addition to any other remedy available to the District under this Agreement or under the laws of the State of California, the District may require the Architect to pay all costs incurred by the District to correct any defect and/or deficiency in the design work of the Architect and/or the Architect Consultants, including but not limited to re-design costs, additional services costs for other consultants, costs incurred by the District under any contract or to make alternative arrangements due to delays, litigation costs, and any cost related to the necessary removal of and/or replacement of work or materials. The Architect shall provide any Services requested by the District to correct any such errors or omissions but shall not receive any fee for any work or Services performed in correcting said errors or omissions regardless of whether such errors or omissions result in damages to the District or delays to the Project. This remedy applies but is not limited to (i) providing a design that fails to serve its purpose when constructed in accordance with industry standard for the particular Project, or (ii) delays due to Architect's failure to comply with the plan check review process in accordance with the District's MOU with DSA.

6.3.5 Self Help. Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, without prejudice to other remedies, correct any deficiencies resulting from the Architect Default. In such case, the District may deduct costs relating to correcting such deficiencies, including, without limitation, compensation for additional services and expenses of a supplemental or replacement architect, design or engineering consultants and other consultants

made necessary by such defaults, including services of legal counsel, from payments then or thereafter due to the Architect and may adjust the Basic Fee and any fees for Additional Services accordingly. If the payments then or thereafter due to the Architect are not sufficient to cover the amount of the deduction, the Architect shall pay the difference to the District.

6.3.6 Payment to Consultant. If the Architect Default is due to the Architect's failure to pay, when due, invoices of an Architect Consultant providing Services in connection with this Agreement, the District shall have the right, but no obligation, to pay the amount invoiced directly to that Architect Consultant from any amounts then due the Architect, provided that the District has accepted the Services to which the invoices refer. The District shall have no further liability to the Architect in connection therewith.

6.4 TERMINATION BY ARCHITECT. The Architect may terminate this Agreement only upon the occurrence of one of the following conditions:

6.4.1 Failure to Pay Undisputed Amounts. The Architect may terminate upon thirty (30) days notice if the District fails to make any undisputed payment to the Architect when due and such failure remains uncured for forty-five (45) calendar days after written notice to the District.

6.4.2 Long Term Suspension of Project. If the Project on which the Architect is providing Services are suspended or abandoned by the District for more than one hundred twenty (120) consecutive calendar days, the Architect may terminate this Agreement upon ninety (90) calendar days' notice to the District, provided the District does not reactivate the Project within such ninety (90) calendar day period.

6.5 SOLE REMEDY UPON TERMINATION BY ARCHITECT

6.5.1 Payment for Services. In the event of a termination of this Agreement by the Architect in accordance with Section 6.4, the District shall pay the Architect an amount for its Services, Additional Services and Reimbursable Expenses calculated in accordance with Paragraph 6.1.2 of this Agreement. Such payment shall be the Architect's sole and exclusive compensation and the District shall have no further liability or obligation to the Architect for any other compensation or damages, including, without limitation, anticipated profit, prospective losses, business devastation, legal fees or costs associated with legal representation or consequential damages of any kind.

SECTION 7

DUTIES AND LIABILITIES OF DISTRICT

7.1 DUTIES

7.1.1 District's Representative: The District's Representative represents the District in all matters pertaining to the Services. The District's Representative shall cooperate with the Architect in all matters relative to this Agreement in order to permit the performance of the work without undue delay.

7.1.2 Statement of Building Program. The District shall provide full information as to the requirements for and the education program to be conducted in the Project, including budget limitations and scheduling. The Architect shall have the right to rely upon such information unless the Architect knows or should know that the information is inaccurate or incomplete.

7.1.3 Surveys and Tests. The following resources, surveys, and reports shall be made available to the Architect, as required, at the District's expense. The Architect shall be entitled to rely upon such resources, surveys and reports, unless the Architect knows or should know that the information contained therein is inaccurate or incomplete. The Architect must inform the District in writing if any information therein appears to be incorrect or incomplete based upon the Architect's experience, site visits, or knowledge of the Project and the sites.

7.1.3.1 Site Survey. The District shall furnish a legal description and a land survey of the site, giving as known grades and lines of streets, alleys, pavements and adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the Site.

7.1.3.2 Geologic Hazards Investigation Survey. The District shall have caused to be performed any geological hazards or investigation survey required by State authorities having jurisdiction and make copies available to the Architect for distribution as necessary.

7.1.3.3 Special testing and Inspection. The District shall furnish special testing and inspection services as required by law.

7.1.3.4 Checking and Permit Fees. The District shall pay or cause to be paid all fees required in connection with the Project to government agencies having jurisdiction.

7.1.3.5 Advertising. The District shall pay the cost of any advertisements for bids that may be required.

7.1.3.6 District Inspector. The District shall furnish and provide an Inspector of Record, or Inspectors of Record, as required during the entire course of construction of the Project. Each inspector shall be responsible to and under the direction of the Architect and shall also be responsible to and act in accordance with the policies of the District. The cost of employment of each such Inspector of Record will be borne by District and paid directly to the inspector.

7.1.3.7 Hazardous Material Consultant. Unless the District and the Architect agree that a hazardous materials consultant shall be a consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants only when such services are requested in writing by the Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters which are to be incorporated into bid documents prepared by the Architect. If the hazardous materials consultant is furnished by the District and not a consultant of the Architect, the specifications shall include a note to the effect that they are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the specifications to its preparer.

7.1.4 District Site Visits. At the discretion of the District, District staff may assist or accompany the Architect in making site visits and observing the work, including the visits described below. Requests for changes or substitutions shall be directed to the District Representative. Orders to the Contractor shall be issued through Architect after approval by the District Representative.

7.1.4.1 Pre-Final Walk-Through. District staff, or any person assigned by the District, may participate in the pre-final walk-through of the Project or any portion thereof and may

assist in the preparation of the list of deficiencies required by the Construction Phase portion of the Services, as set forth on **Exhibit A** hereto.

7.1.4.2 Final Site Visit. At the discretion of the District, when notified by the Architect that the construction “punch list” items have been corrected, District staff may accompany the Architect and the Contractor on the final Site visits.

7.1.5 Notice of Defects. If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Construction Documents, the District shall verbally or in writing advise the Architect. However, the District’s failure to give such notice shall not eliminate the obligations of the Architect regarding the administration of the construction of the Project or other obligations under the Construction Documents; nor require District to make site visits.

7.1.6 Notice of Completion. When all items are completed to the satisfaction of the District and the Architect, and upon written recommendation of the Architect, District staff shall recommend that the District’s Board of Trustees adopt a Notice of Completion.

7.2 LIMITATION ON LIABILITY OF DISTRICT

7.2.1 Other than as specifically provided elsewhere in this Agreement, the District’s financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

7.2.2 The District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by the Architect, its employees, agents, consultants, invitees or guests even if such equipment has been furnished or loaned to the Architect by the District.

SECTION 8 PROJECT CONSTRUCTION COST ESTIMATES

8.1 CONSTRUCTION BUDGET. The Construction Budget may be revised at the conclusion of design or other earlier Phase of the Project at the discretion of the District based on input from the Architect.

8.2 ESTIMATED PROJECT CONSTRUCTION COST. The Estimated Project Construction Cost shall be prepared and updated by the Architect as required in **Exhibit A** during each Phase of the Services and shall be subject to District approval. The Estimated Project Construction Cost during each Phase shall under no circumstances exceed the Construction Budget, including a reasonable allowance built in for estimating design contingency. The Architect shall, at no additional cost to the District, incorporate any and all revisions needed to the preliminary studies, schematic drawings, site utilization plans and Construction Documents if at any time the Architect becomes aware that the Estimated Project Construction Cost, as recalculated, will exceed the Construction Budget; provided that this limitation shall not apply to unanticipated cost increases beyond the reasonable control of the Architect.

SECTION 9
PROJECT SCHEDULE

9.1 SCHEDULE

9.1.1 Time for Completion. Time is of the essence and failure of the Architect to perform services on time shall constitute a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or Architect Consultant's control as set forth in Section 9.1.4 below. The milestones set forth on the project schedule are binding, unless extended in writing by the District Representative.

9.1.2 Delays. Except as otherwise provided in Section 5.2, the Architect shall not be entitled to any compensation additional to the Basic Fee, damages or any losses incurred in connection with delays due to errors, omissions, intentional or negligent acts of the Architect or the Architect Consultant (including their respective employees or those in a direct contractual relationship with either).

9.1.3 Notice of Delay. The Architect shall immediately notify the District of any delay in: (i) the preparation and/or production of any of the Architect's documents hereunder, (ii) the performance of Services, or (iii) connection with any matter attended to by the Architect or with which the Architect is familiar (whether or not as the result of an act or omission of another).

The Architect shall consult and advise the District in connection with any such delay and its effect on the Project Schedule and shall take such action on the District's behalf as the District may request in accordance with the terms and conditions of this Agreement.

9.1.4 Force Majeure. Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed party: (i) gives the other party prompt written notice of such cause and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed party's time for performance or cure under this Section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.

SECTION 10
DOCUMENTS OWNERSHIP, LICENSE, COPYRIGHT AND USE

10.1 OWNERSHIP. Pursuant to California Education Code Section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of any drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded in electronic form (hereinafter referred to as the "Project Documents") shall be and remain the property of the District. Although the official copyright in all Project Documents shall remain with the Architect or Architect Consultant, as applicable, the Project Documents shall be the property of the District whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, or the earlier termination of this Agreement for any reason, the Architect shall provide to the District copies of all Project Documents then existing. In

addition, the Architect shall retain copies of all Project Documents on file for a minimum of ten (10) years following completion of the Project, or the early termination of this Agreement for any reason, and shall make copies available to the District upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, the Architect shall make a reasonable effort to notify the District and provide the District with the opportunity to obtain the documents slotted for destruction.

10.2 REUSE BY DISTRICT. All plans for the Project, including, but not limited to, record drawings, specifications, and estimates prepared pursuant thereto, shall be and remain the property of the District for the purposes of repairs, maintenance, renovations, modernization, or other purposes, only as they relate to an Assigned Project. Notwithstanding the foregoing, the District may use the plans, record drawings, specifications, or estimates related to an Assigned Project for the purposes of additions, alignments, or other development on the site. The District reserves the right to reuse certain elements, features, details or other project standards in order to incorporate them into other projects within the District.

10.2.1 The plans, designs, copyrights, drawings, studies, specifications, and estimates prepared by the Architect or its Consultants are instruments of service of the Architect. The Architect shall be deemed to be the author of these documents and the Architect shall retain all common law, statutory and other reserved rights, including the copyright thereto. Notwithstanding the foregoing, the documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the Architect or the Architect's Consultants for this Project, shall be and remain the property of the District pursuant to Education Code Section 17316 for the purposes of repair, maintenance, renovation, modernization or other purposes as they related to the Project. The District, however, shall not be precluded from using the Architect's or Architect Consultant's documents enumerated above for the purposes of additions, alignments or other development on the Project site.

10.2.2 Notwithstanding Section 1 above, if the District proposes to reuse the plans prepared by Architect within the District but other than on the Project site, the terms and conditions for the reuse shall be set forth in an Amendment to this Agreement, or other subsequent writing executed by the District and the Architect. However, under any circumstances, in the event of any reuse or modification of the Architect's drawings, specifications or other documents by any other person, firm or legal entity, the Architect shall be given design credit and the names and seals of the Architect and the Architect's consultants, if any, shall first be removed from the Architect's drawings, specifications or other documents.

If the District reuses the plans prepared by the Architect or Architect Consultant and retains another certified architect or structural engineer for the preparation of those plans for the reuse, the District shall indemnify and hold harmless the Architect and Architect Consultant, and their respective agents, and employees, from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the reuse.

10.2.3 This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents, or any other works of authorship fixed in any tangible medium of expression, including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

10.3 COPYRIGHT. The Architect represents and warrants that the Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Construction Documents that Architect prepares or causes to be prepared pursuant to this Agreement. The Architect shall indemnify and hold the District harmless pursuant to the indemnification provisions of this Agreement for any breach of this representation and warranty.

10.4 TECHNOLOGY USED. The Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Building Information Modeling (BIM) and Computer Aided Design (CAD) (e.g., AutoCAD) or other technology acceptable to the Architect and the District. As to any drawings that the Architect provides in a CAD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on the hard or PDF, unalterable, copies of all documents.

10.5 DELIVERABLES UPON TERMINATION. Following the termination of any Services, for any reason, or abandonment of all or a portion of the Project, the District may utilize the Construction Documents as it sees fit, subject to the provisions of Section 10.2 above. The Architect shall deliver to the District, in a form acceptable to the District, one hard-copy and two (2) electronic copies of each set of Construction Documents, complete or incomplete, prepared in connection with the Project by the Architect and the Architect Consultants, if any.

10.6 NO REPRODUCTION OR USE BY ARCHITECT OR THIRD PARTIES. After completion of the Project, or earlier termination of the Services, the Architect shall not use the Construction Documents for any purpose without District's prior written consent. In addition, the Architect shall not permit reproductions to be made of any Construction Documents without the approval of the District and shall refer all requests by other persons to the District.

SECTION 11

INDEMNIFICATION AND INSURANCE

11 INDEMNIFICATION. INDEMNITY AND LITIGATION COSTS. To the fullest extent permitted by law and in conformity with California Civil Code Section 2782.8, Architect agrees that it will indemnify, defend and hold the District, the District's Representative, and their respective Board members, directors, officers, employees, agents and authorized volunteers (the "Indemnitees") entirely harmless from all liability arising out of:

11.1.1.1 Any and all claims under worker's compensation acts and other employee benefit acts with respect to the Architect's employees or Architect Consultant's employees arising out of Architect's work under this Agreement; and

11.1.1.2 Any claim, loss, injury to or death of persons or damage to property to the extent that it is caused by any negligent or reckless act, error or omission or willful misconduct (other than a professional act or omission) of the Architect, its officers, employees, consultants, subconsultants or agents, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, arising out of, or in any way connected with the Project, including injury or damage either on or off District property, but not for any loss, injury, death or damage caused by the negligence or willful misconduct of the Indemnitees or of other third parties for which the Architect is not legally liable.

11.1.2 To the fullest extent permitted by law, the Architect agrees to indemnify and hold the Indemnitees entirely harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property to the extent caused by the negligent professional act or omission in the performance of professional services or willful misconduct by the Architect, its officers, employees, consultants, subconsultants or agents, pursuant to this Agreement.

11.1.3 The Architect's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the Indemnitees but rather to reimburse the Indemnitees for attorney's fees and costs incurred by the Indemnitees in defending such actions or proceedings brought against the Indemnitees to the extent caused by the Architect, but not to the extent of loss, injury, death or damage caused by the negligence or willful misconduct of District or of other third parties for which the Architect is not legally liable.

11.1.4 Survival of Indemnities. The provisions of this Section shall survive the termination of this Agreement.

11.2 INSURANCE. Without in any way affecting the indemnity provided in or by Section 11.1, before commencement of any Services, the Architect and each Architect Consultant shall procure and maintain at its own cost and expense for the duration of the Services, and longer as required by the District against claims for injuries to persons or damages to property which may arise from or in connection with the Services, the types and amounts of insurance set forth herein.

11.2.1 Minimum Limits of Insurance. The Architect and each Architect Consultant shall procure and maintain the types and amounts of coverage as follows:

11.2.1.1 Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence for bodily injury, personal injury and property damage/\$4,000,000 annual aggregate.

11.2.1.2 Automobile Liability Insurance (Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto)). Minimum of \$1,000,000 limit each accident.

11.2.1.3 Professional Liability (Errors and Omissions) Insurance with a limit not less than \$2,000,000 per claim and \$2,000,000.00 in the annual aggregate.

11.2.1.4 Workers' Compensation Insurance as required by the State of California (Division IV of the California Labor Code, and any amendatory acts or provisions thereto).

11.2.1.5 Employer's Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury or disease.

11.2.2 Minimum Scope of Insurance.

11.2.2.1 Commercial General Liability insurance shall be written on Insurance Services Office form CG 0001 (or a substitute form providing coverage at least as broad) and shall cover liability arising from bodily injury and property damage (broad form property damage), premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability (including the tort liability of another assumed in a business contract), contractual liability with respect to this Agreement, explosion, collapse and underground hazards.

11.2.2.2 Automobile Insurance shall cover liability arising out of any automobiles (including owned, hired and non-owned automobiles). Coverage shall be written on Insurance Services Office form CA 0001, or a substitute form providing liability coverage at least as broad. The policy may require deductibles acceptable to the Director of Risk Management of the District, but not self-insured retention without written approval from District.

11.2.2.3 If the Professional Liability Insurance policy is written on a claims made basis, it shall be maintained continuously for a period of no less than three (3) years after Final Completion of the Project to which it applies. The “retro date” must be shown and must be before the date of this Agreement.

11.2.3 Valuable Document Insurance: The Architect shall carry adequate insurance on all drawings and specifications as may be required to protect District in the amount of its full equity in those drawings and specifications, and shall file with District a certificate of that insurance. The cost of that insurance shall be paid by Architect.

11.2.4 Content and Endorsements: Each policy must contain, or be endorsed to contain, the following provisions:

11.2.4.1 The Commercial General Liability policy shall name District, its Board of Trustees and each member thereof, its officers, employees, agents, and designated volunteers as named additional insureds (“Additional Insureds”). The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Coverage shall be primary and not contributory with respect to the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Architect’s insurance and shall not contribute with it.

11.2.4.2 On each policy of insurance, the insurer shall agree to waive all rights of subrogation against District, its Board of Trustees and each member thereof, its officers, employees, agents, and volunteers.

11.2.4.3 Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice has been given to the District by the carrier. In the case of cancellation for non-payment, ten (10) days notice is acceptable. Qualified statements such as carrier “will endeavor” or that “failure to mail such notice shall impose no obligation and liability upon the company” shall not be acceptable.

11.2.4.4 The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

11.2.5 General Insurance Matters: All insurance coverage required under this Agreement shall:

11.2.5.1 Be issued by insurance companies admitted to do business in the State of California, with a financial rating of at least an A:VII as rated in the most recent edition of Best’s Insurance Reports. Architect shall notify District in writing if any of its insurer(s) have an A.M. Best rating of less than A:VII. At the option of District, either 1) District can accept the lower rating; or 2) the Architect or Architect Consultant shall be required to procure insurance from another insurer.

11.2.5.2 Except for professional liability policies, all insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees and agents.

11.2.5.3 The Architect or Architect Consultant, as applicable, shall promptly notify the District of any materials change in the coverage, scope, or amount of any policy.

11.2.5.4 Except for professional liability policies for which primary coverage is not available, all such insurance shall be primary insurance. Any insurance of the District shall be excess coverage for benefit of the District only and non-contributory.

11.2.5.5 At all times while this Agreement remains in effect, the Architect and the Architect Consultant shall maintain on file with the District valid and up to date certificates of insurance showing that the required insurance coverage is in effect in not less than the required amounts. If not contained on the face of the policy, endorsements signed by a person authorized by the insurer to bind coverage on its behalf, shall be separately provided. Each policy endorsement, copy, or a certificate of the policy executed by the insurance company, and evidence of payment of premiums for each policy shall be deposited with the District within twenty-one (21) days of execution of this Agreement and prior to the commencement of services, and on renewal of the policy, not less than twenty (20) days before the expiration of the term of the policy.

11.2.5.6 If the Architect fails to provide or maintain the required insurance, the District may, at its sole and absolute discretion, obtain such insurance at the Architect's expense and deduct the premium from any fees or reimbursable expenses subsequently invoiced by the Architect.

11.2.5.7 Any deductibles or self-insured retentions in excess of \$100,000 must be declared to the District and must be reduced to a level deemed acceptable by the District in writing. The Architect agrees that, at the option of the District, it will either: (A) arrange for the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, its directors, officials, officers, employees and agents; or (B) procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

SECTION 12

DISPUTE RESOLUTION

12 **RESOLUTION OF CLAIMS.** Claims shall be resolved by the parties in accordance with the provisions of this Section 12. All Claims shall be subject to the "**Claims Resolution Process**" set forth in this Section 12, which shall be the exclusive recourse of the Architect and the District for determination and resolution of Claims. For purpose of this Section 12, a "**Claim**" shall mean, a written demand or assertion by the District or the Architect seeking, as a matter of right, an interpretation of contract, disputed payment of money, recovery of damages or other relief. A Claim does not include the following: (i) penalties or forfeitures prescribed by statute or regulation imposed by a governmental agency; (ii) tort claims for personal injury or death; (iii) false claims liability under California Government Code Section 12650, et seq.; (iv) physical defects in the Construction first discovered by the District after final payment by the District to a Contractor; (v) stop notices; or (vi) the right of the District to specific performance or injunctive relief to compel performance.

12.1 RESOLUTION OF OTHER DISPUTES. Disputes between the District and the Architect that do not constitute Claims shall be resolved by way of an action filed in the Superior Court of the State of California, County of Ventura, and shall not be subject to the Claims Resolution Process.

12.2 SUBMISSION OF A CLAIM

12.2.1 By the Architect. The Architect's right to commence the Claims Resolution Process shall arise upon the District's written response denying all or part of a Claim. The Architect shall submit a written statement of dispute to the District within fourteen (14) calendar days after the District rejects all or a portion of the Architect's Claim. Failure by the Architect to timely submit its statement of dispute shall result in the decision by the District on the Claim becoming final and binding. The Architect's statement of dispute shall be signed by a Principal of the Architect and shall state with specificity the events or circumstances giving rise to the Claim, the dates of their occurrence and the asserted effect, if any, on the compensation due or time of performance obligations of the Architect under this Agreement (the "Statement of Dispute"). Such Statement of Dispute shall include adequate supporting data to substantiate the disputed Claim. Adequate supporting data for a Claim relating to an adjustment of the Architect's obligations relative to time of performance shall include a detailed, event-by-event description of the impact of each delay on the Architect's time for performance. Adequate supporting data for a Statement of Dispute involving the Architect's compensation shall include a detailed cost breakdown and supporting cost data in such form and including such detailed information and other supporting data as required to demonstrate the grounds for, and precise amount of, the Claim.

12.2.2 By the District. The District's right to commence the Claims Resolution Process shall arise at any time following the District's actual discovery of the circumstances giving rise to the Claim. Nothing contained herein shall preclude the District from asserting Claims in response to a Claim asserted by the Architect. A Statement of Claim submitted by the District shall state the events or circumstances giving rise to the Claim, the dates of their occurrence and the damages or other relief claimed by the District as a result of such events. Notwithstanding the foregoing, the District shall not be able to commence or assert a claim beyond the applicable statute of limitations.

12.3 CLAIMS RESOLUTION PROCESS. The parties shall utilize each of the following steps in the Claims Resolution Process in the sequence they appear below. Each party shall participate fully and in good faith in each step in the Claims Resolution Process, which good faith effort shall be a condition precedent to the right of each party to proceed to the next step in the Claims Resolution Process.

12.3.1 Direct Negotiations. Designated representatives of the District and the Architect shall meet as soon as possible (but not later than forty-five (45) calendar days after the Statement of Dispute is given) in a good faith effort to negotiate a resolution to the Claim. Each party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the Claim or defenses being asserted by such party, and with full authority to resolve such Claim then and there, subject only to the District's right and obligation to obtain Board of Trustees' approval of any agreed settlement or resolution. If the Claim involves the assertion of a right or claim by a Contractor or Architect Consultant against the Architect that is in turn being asserted by the Architect against the District, then such Contractor or Architect Consultant shall also have a representative attend such negotiations, with the same authority and knowledge as just described. Upon completion of the meeting, if the Claim is not resolved, the parties may either continue the negotiations or either party may declare negotiations ended. All discussions that occur during such negotiations and all documents prepared solely for the purpose of such negotiations shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

12.3.2 Deferral of Agreement Disputes. Following the completion of the negotiations required by the preceding paragraph, all unresolved Claims shall proceed to Mediation as set forth in the succeeding paragraph entitled "Mediation." The Parties hereto may mutually agree to postpone continuing the Claims Dispute Resolution until the earlier of: (i) the completion of the Scope of Services hereunder or, (ii) the termination of the services. In the event Claims are deferred, the Claims shall be consolidated within a reasonable period of time after completion of the Scope of Services herein and pursued to resolution through the Claims Dispute Resolution Process. Pending final resolution of any Claim, the Architect shall proceed diligently with the performance of its Scope of Services and the District shall continue to make payments for those services that are not part of the Claim set forth herein in accordance with the terms of this Agreement.

12.3.3 Mediation. If the Claim remains unresolved after direct negotiations pursuant to Paragraph 12.3.1, the parties agree to submit the Claim to non-binding mediation before a mutually acceptable third party mediator prior to commencement of any lawsuit or court action.

12.3.3.1 Qualifications of Mediator. The parties shall endeavor to select a mediator who is a retired judge or an attorney with at least five (5) years of experience in public works construction contract law and in mediating public works construction disputes.

12.3.3.2 Submission to Mediation and Selection of Mediator. The party initiating mediation of a Claim shall provide written notice to the other party of its decision to mediate. In the event the parties are unable to agree upon a mediator within ninety (90) calendar days after such written notice is given, then the parties shall submit the matter to the Superior Court of the County of Ventura to select a mediator in accordance with the qualifications herein and the applicable law.

12.3.3.3 Mediation Process. The location of the mediation shall be at the offices of the District, or otherwise mutually agreed. The costs of mediation shall be shared equally among all parties participating. All discussions that occur during the mediation and all document presentations prepared solely for the purpose of the mediation shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

12.3.4 Litigation. If the Claim remains unresolved after direct negotiations and mediation, either party may commence an action in the Superior Court of the County of Ventura. The Architect hereby submits to the jurisdiction of said court.

12.4 NON-WAIVER OR RELEASE. Participation in the Claims Resolution Process shall not constitute a waiver, release or compromise of any defense of either party.

SECTION 13

NOTICES

13 NOTICES. All notices, demands, or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when received in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; and (iii) on the date it is accepted or rejected if sent by certified mail. All notices, demands or requests shall include the name of this Agreement and be addressed to the parties as follows:

TO DISTRICT:

Oxnard School District
Att: Dr. Karling Aguilera-Fort-Superintendent
1051 South A Street
Oxnard, CA 93030

TO ARCHITECT:

Flewelling and Moody
Att: Scott Gaudineer, President/CEO
815 Colorado Boulevard, Suite 200
Los Angeles, CA 90041

SECTION 14
REPRESENTATIONS OF THE ARCHITECT

14.1 REPRESENTATIONS OF THE ARCHITECT. By executing this Agreement, and hereafter each and every time this Agreement is amended, the Architect makes each of the following covenants and representations.

14.1.1 The Architect represents that it is professionally qualified to act as the Architect for the Project, is licensed to practice architecture in the State of California by all public entities having jurisdiction over the Architect and the Project.

14.1.2 The Architect covenants to maintain, at all times Services are performed hereunder, all necessary licenses, permits or other authorizations necessary to act as architect for the Project or projects until the Architect's duties in connection therewith have been fully satisfied.

14.1.3 The Architect represents that it has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated.

14.1.4 The Architect represents and covenants that it shall prepare, or cause to be prepared, all documents and things required by this Agreement including, but not limited to, all Project plans and specifications in such a manner that they shall be constructable in accordance with the standards of the profession.

14.1.5 The Architect assumes full responsibility to the District for the improper acts and omissions of its employees and any consultants retained by the Architect in connection with the Project. The Architect covenants that each Project Director and all other Architect employees or sub-consultants now or in future assigned by the Architect to work on a Project shall have the level of skill, experience and qualifications required to perform the Services assigned to them, and shall also have all licenses, permits or approvals legally required to perform such Services.

14.1.6 The Architect covenants that it shall be responsible for all costs and damages, including those due to any delays, resulting from its failure to prepare adequate documentation or to implement any changes identified as necessary either in connection with the Constructability Review or other review.

14.2 COMPLIANCE WITH LAWS. The Architect covenants that it shall, at all times while providing Services, remain in full compliance with the provisions of all applicable laws, rules and regulations, including without limitation, the provisions of the Education Code regarding design and

construction of school facilities, the provisions of the California Labor Code regarding employer's insurance, the provisions of the California Labor Code regarding payment prevailing wages, all non-discriminations laws (including federal and state laws), and any and all other laws rules and regulations applicable to this Agreement, the Architect, the District, the Project or the Services. The Architect shall at all times require the Architect Consultants to fully comply with all such applicable laws, rules and regulations. Without in any way limiting the generality of the foregoing the Architect shall ensure that it and each Architect Consultant comply with the following:

14.2.1 Cost Disclosure - Documents and Written Reports. The Architect shall be responsible for compliance with California Government Code section 7550 if the total cost of the contract is over five thousand dollars (\$5,000).

14.2.2 Disabled Veteran Business Enterprise Participation. Pursuant to Education Code section 17076.11, the District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by the District, the Architect shall provide proof of DVBE compliance, in accordance with any applicable policies of the District or the State Allocation Board, within thirty (30) days of its execution of this Agreement.

14.2.3 Fingerprinting & Other Operational Requirements of the District. Unless exempted, the Architect shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Architect shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. The Architect and each Architect Consultant must complete the District's certification form attached hereto as **Exhibit C** and incorporated herein by reference prior to any of the Architect's or Architect Consultant's employees coming into contact with any of the District's pupils. The Architect also agrees to comply, and ensure that all its employees and Architect Consultants comply with all other operational requirements of the District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

14.2.4 Name and Trademarks. The Architect shall not use any name, trademark or service mark of the District without first having received the District's written consent to such use.

14.2.5 Conflict of Interest. No member, official or employee of the District shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

14.2.6 Safety. The Architect shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Architect shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

14.2.7 Labor Certification. By its signature hereunder, the Architect certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

14.3 SUPPLEMENTAL CONDITIONS. Any supplemental conditions agreed to by the parties shall be attached as an exhibit to this Agreement and incorporated herein by reference.

SECTION 15
MISCELLANEOUS PROVISIONS

15.1 SUCCESSORS AND ASSIGNS. In as much as this Agreement is intended to secure the specialized Services of the Architect, the Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, the District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the Architect and any such assignment, transfer, delegation or sublease without the Architect's prior written consent shall be considered null and void.

15.2 SEVERABILITY. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

15.3 ENTIRE AGREEMENT. This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. The Architect shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. The Architect specifically acknowledges that in entering into this Agreement, the Architect relied solely upon the provisions contained in this Agreement and no others.

15.4 GOVERNING LAW AND VENUE. This Agreement shall be construed in accordance with, and governed by the laws of the State of California, excluding its choice of law rules. Venue shall be exclusively in Ventura County.

15.5 NON-WAIVER. None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specifically specified in writing. Neither the District's review, approval of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and the Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by the Architect's failure to perform any of the Services to the standard of care of the Architect for its services, which shall be, at a minimum, the standard of care of architects performing similar work for California school districts in or around the same geographic area of the District. This provision shall survive the termination of this Agreement.

15.6 INDEPENDENT CONTRACTOR. The Architect is, for all purposes arising out of this Agreement, an independent contractor, and neither the Architect nor its employees shall be deemed an employee of the District for any purpose. It is expressly understood and agreed that the Architect shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, workers' compensation benefits, sick or injury leave or other benefits.

15.7 NO ASBESTOS CERTIFICATION. No asbestos or asbestos-containing materials will be used or substituted in conjunction with the Project. Upon completion of all work under the Project, the

Architect will certify to the District that to the best of the Architect's knowledge, no asbestos or asbestos-containing materials were used in the Project.

15.8 NON-DISCRIMINATION. No discrimination shall be made by the Architect in the employment of persons to work under this Agreement because of race, national origin, sex, age, ancestry, religion, physical disability, marital status, sexual orientation, or political affiliation of such person. The Architect shall comply with all applicable regulations and laws governing nondiscrimination in employment, including without limitation the following laws:

(a) California Fair Employment and Housing Act (California Government Code Section 12900 et seq.) which prohibits discrimination in employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex and prohibits harassment of an employee or applicant because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or age;

(b) Federal Civil Right Act of 1964 (42 U.S. Code Section 2000e, et seq.) which prohibits discrimination in employment on the basis of race, religious creed, color, national origin, or sex;

(c) Title I of the Americans With Disabilities Act of 1990 (42 U.S. Code Section 12101 et seq.) which prohibits discrimination against qualified individuals with a disability in hiring and employment practices;

(d) The Age Discrimination in Employment Act (29 U.S. Code Section 621, et seq., prohibiting age discrimination in employment against individuals who are least forty years of age;

(e) California Labor Code Section 1102.1 which prohibits discrimination in any aspect of employment or opportunity for employment based on actual or perceived sexual orientation.

15.9 NO THIRD PARTY BENEFICIARY. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

15.10 ASSISTANCE OF COUNSEL. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation and that this Agreement shall not be construed against any party as the drafter of the Agreement.

15.11 AUTHORITY TO EXECUTE. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

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

15.13 EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

NOW, THEREFORE, the parties, through their authorized representatives, have executed this Agreement on the dates indicated under their respective signatures.

Architect

By: 
Scott Gaudineer
Title: President/CEO
Date: 1.31.2023

District

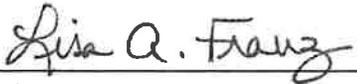
By: 
Lisa Franz
Title: Purchasing Director
Date: 1-19-2023

EXHIBIT "A"

PROJECT



MEMORANDUM

Date: November 8, 2022

To: Karling Aguilera-Fort, Ed.D., Superintendent
Oxnard School District

From: Emilio A. Flores, CEO
CFW, Inc.

Subject: Drifill Elementary School Early Childhood Education Village

The Oxnard School District (District) successfully garnered a grant from the California Preschool, Transitional Kindergarten, Full-Day Kindergarten grant program for 10 new classrooms at Drifill elementary school. At the October 26, 2022 State Allocation Board (SAB) meeting, the District was awarded \$7 million in State grant funds, requiring a \$3 million District match, for a total project cost of \$10 million. The total project cost of \$10 million represents the total “all-in” budget for the project inclusive of both hard (construction) and soft costs.

The total State grant amount will be released to the District in two increments, with the first increment expected to be released by December 2022 for the planning/design of the proposed project in an amount of approximately \$1.5 million. The District will have until October 26, 2023 to submit written approvals from the Division of State Architect (DSA) and California Department of Education (CDE) of proposed architectural drawings and plans to the Office of Public School Construction (OPSC), upon which the remaining construction grant apportionment of \$5.5 million would be released to the District’s county account for construction. Per regulation, the District must contract or encumber the entirety of the grant amount within one year of receipt of the construction apportionment; hence by October 26, 2023, all grant funds must be spent or encumbered.

As shown in Figure 1, 10 new Title 5 compliant classrooms are planned to be constructed on the northeastern side of the school site on the corner of South “C” Street and West 9th Street. The new classrooms would provide four rooms for preschool, four rooms for transitional kindergarten (TK), and two rooms for kindergarten (K). The school currently has two existing K classrooms that meet Title 5 requirements that would remain and are not part of this project. The 10 new classrooms and the existing two classrooms would form an early childhood education village surrounding a new dedicated play area. Of the new classrooms, four of the classrooms would be placed parallel to W 9th street and just north of the existing kindergarten classrooms. Three of the classrooms would be placed near and parallel to South C Street and the remaining three would be placed across the playground and parallel to the existing kindergarten classrooms. The classrooms will form a modified U shape around the playground which will be shared by all early childhood education students. Existing drop off occurs along W 9th Street that may require improvements to the existing sidewalk to improve access from the existing drop off area. Two existing portables currently used for preschool will need to be demolished to make room for the planned

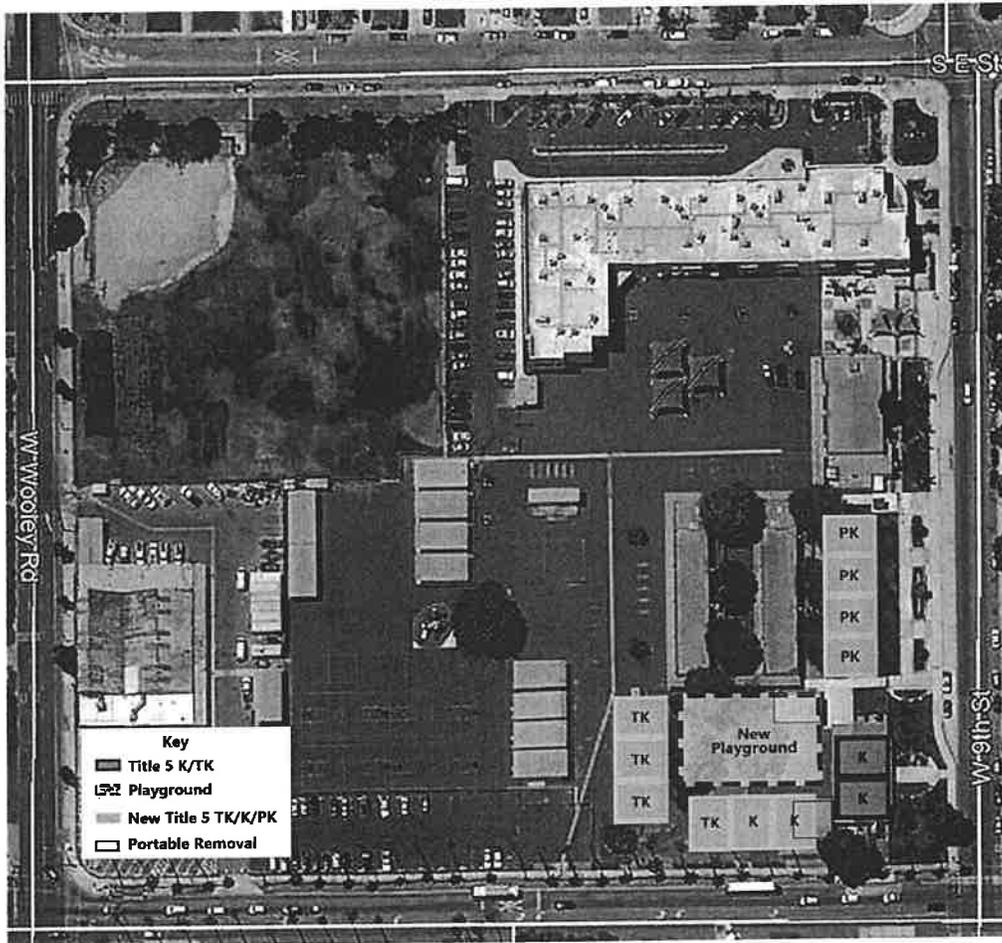
6425 CHRISTIE AVENUE, SUITE 270
EMERYVILLE, CA 94608
(510) 596-8170

521 N. FIRST AVENUE
ARCADIA, CA 91006
(626) 829-8300

1901 S. VICTORIA AVENUE, SUITE 106
OXNARD, CA 93035
(805) 201-1989

new construction. The District would have until September 2023 to vacate these preschool portable facilities, which is the anticipated date of DSA approval for the project. At that time, the District would need to either relocate these preschool programs to another licensed facility within the District or suspend the program until the new preschool classrooms are constructed. In addition, after construction is completed, eight existing portables would be demolished for a total of 10 portables to be demolished (outlined in red per Figure 1).

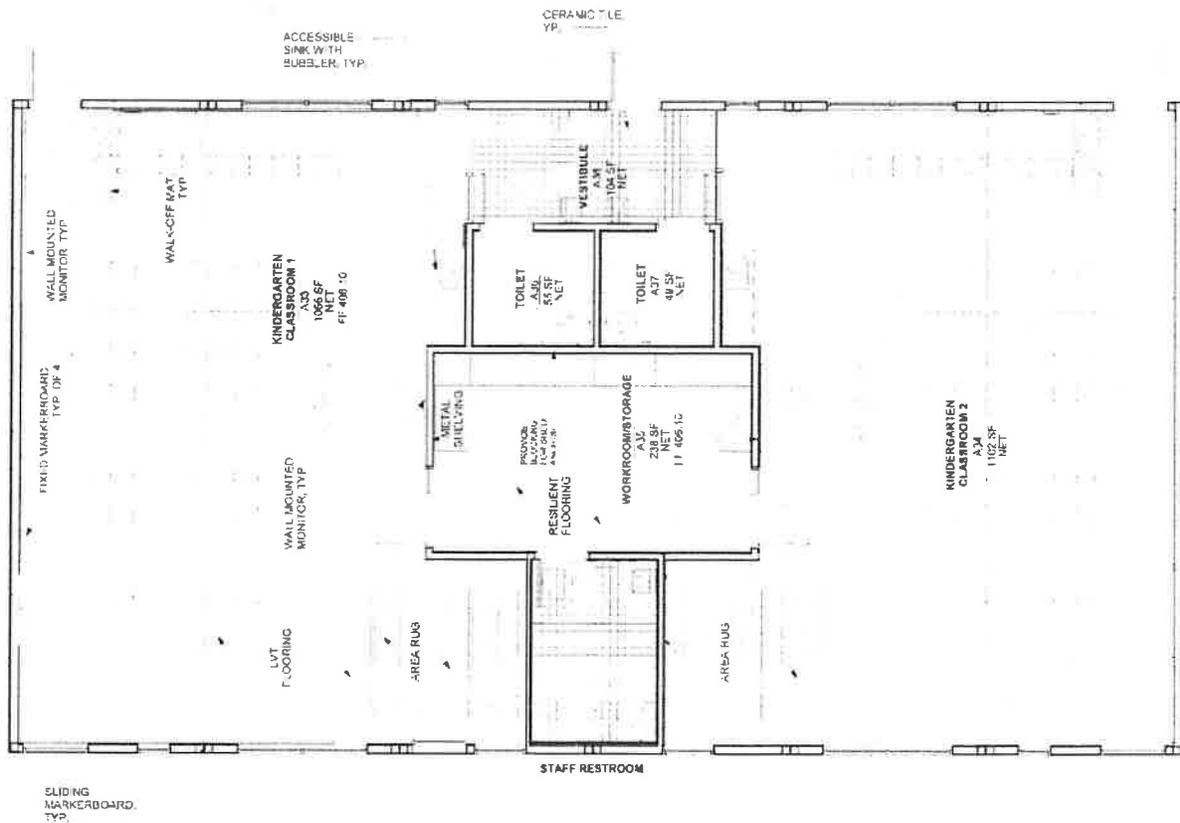
Figure 1 - Drifill Elementary Proposed Locations of New Preschool, TK, and K Classrooms



The preschool portion of the grant requires that all preschool classrooms be constructed to meet State licensing requirements as outlined in Title 22 of the California Code of Regulations for preschools and District Board approved 21st Century classroom requirements for TK and K classrooms. Requirements include a minimum of 75 square feet per child of outdoor activity area based on the total licensed capacity and located in an area that is easily and safely accessible by the children, including a shaded rest area with equipment and activities arranged so as not to interfere with each other. A four-foot fence is required to enclose the outdoor activity area. In addition, a minimum of 35 square feet per child of indoor activity space must be available based on the total licensed capacity. An individual storage space for each child must be provided plus one toilet and one hand washing sink for every 15 children with a separate toilet and sink for use by teachers, staff, ill children, or emergency use. A drinking fountain must also be installed for use by children for both the indoor and outdoor activity areas.

The above preschool classroom specifications are proposed to be integrated into the State Title 5 and District Board approved 21st Century classroom requirements for the TK and K classrooms, expanding their potential use for either preschool, TK and K program use as enrollment may fluctuate from year to year. TK and K classrooms must meet Title 5 requirements of not less than 1,350 square feet, including restrooms accessible from the classroom, storage and teacher preparation spaces, wet and dry areas, and designed supervision of the classroom and play yards. The play yard is designed to provide a variety of activities for development of large motor skills. Classrooms are required to provide learning environments that support the requirements for learning and mastering the Common Core State Standards (CCSS) and Next Generation Science Standards (NGSS) by young children. These specifications for facilities have been approved by the OPSC and SAB for State grants, the CDE for compliance with state requirements, and the DSA for building code compliance. Figure 2 depicts a sample preschool, TK and K classroom floor plan designed to meet District specifications, Title 5 and Title 22 requirements for K, TK, and preschool classrooms.

Figure 2 - Sample Preschool, TK and Kindergarten Classroom Floor Plan



An anticipated project schedule is proposed consistent with the schedule of activities and timelines required by the State grant program. An architect of record has been previously selected for the site improvements at Drifill elementary school. It is proposed that a scope of work, fee and contract be presented to the Board for consideration for architectural services at no later than the December 2022 meeting to maintain the required OPSC/SAB grant timeline.

A request for proposals, selection, and award of contract for general and modular contractors is proposed to follow thereafter concluding no later than January 2023. Project plans are anticipated for Board approval and submittal to DSA and CDE by May 2023 with an anticipated date of approval from these agencies of September 2023. Upon DSA and CDE approval of the design plans and receipt of construction funds from the OPSC/SAB, construction would commence and be completed over an estimated 12-month period. The anticipated schedule is subject to adjustment based on the timing and processing of administrative approvals, prevailing market conditions, weather and environmental conditions, and unforeseen site conditions.

EXHIBIT "B"
ARCHITECT'S BASIS OF DESIGN



Proposal for: New Transitional Kindergarten Facilities at: Driffill Elementary School Oxnard School District



Flewelling & Moody, Inc. Project # 7502

**Submitted to:
Caldwell Flores Winters, Inc.**

Revised November 16, 2022

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I. Project Description

A. Summary

The District needs accommodate a growing enrollment due to the transitional kindergarten program. Ten (10) new modular classrooms consisting of a kindergarten with a restroom are to be designed and constructed at Driffill Elementary School.

The proposed modular manufacturer is to be determined

The proposed location on campus shall require site work, including grading and earthwork in areas of the new kindergarten classrooms to create building pads, new concrete accessible walkways to the buildings, modifications to existing water, sanitary, electrical, fire alarm, low voltage systems, landscaping and irrigation. It is assumed that the locations of the proposed buildings are relatively flat and there are no significant site drainage requirements. It is also assumed that the buildings will be required to have fire sprinkler systems and that there is adequate pressure to serve the new buildings. Further, it is assumed that the campus fire alarm, power and low voltage systems do not require upgrades or replacement.

B. Classroom Features

1. Each classroom shall have IT capability per current District standards.
2. Typical classrooms are 36' by 40', with two door entries along with two windows for each classroom.
3. Each classroom shall have its own HVAC unit with individual controls and shall be wall mounted.
4. Interior finishes include tack able wall surfaces, carpeting, and suspended acoustical tile ceilings with 2x4 LED dimmable light fixtures.
5. Casework in the shared workrooms shall meet District standards as outline in its Vision and Specifications document.
6. All buildings shall be at grade and shall meet Americans with Disabilities Act (ADA) accessibility requirements.
7. Foundations shall be concrete stem walls, as designed by the modular manufacturer, with appropriate ventilation and maintenance access to the area below the buildings, AKA the crawl space. A concrete slurry or slab cover shall be placed in as part of the crawl space.

II. Scope of Services

A. Basic Services:

1. Architecture, Civil Engineering, Landscape Architecture and Electrical Engineering (fire alarm and low voltage systems only) Plumbing Engineering services for Schematic Design, Design Development, Construction Documents, Bidding/Negotiation and Construction Administration phases.
2. The Architect shall prepare, for review and approval by the District, drawings and specifications, sufficient for communicating design intent to the District, and as required to review by agencies having jurisdiction (DSA, CDE and the Oxnard City fire department) and as necessary to perform construction.
3. The conceptual site plan identifies the general location of the new buildings to be in the southeast corner of the campus. Walkways, play areas and play structures will be required to be altered, expanded and/or relocated. Re-design of those areas shall be part of Basic Services as part of the grading and landscaping. On site storm drain retention is anticipated as part of the new work since the overall area is larger than 1 acre.
3. Architect shall review proposed modular building drawings with District staff and modular manufacturer to establish acceptable conformance to District requirements. Services shall include up to four (4) meetings between the Schematic Design phase and submission to DSA, one (1) meeting with CDE and one (1) meeting with the City of Oxnard Fire Department for site access and hydrant approval as part of the DSA submission.
4. Coordination of utility connections to the buildings. The District shall provide required services and information to determine locations of existing underground utilities and documentation of existing fire alarm and low voltage systems.
5. Assistance with DSA submittal and approvals. Services include 1 pre-intake meeting (if required) with DSA staff and in person meeting(s) to achieve DSA approval. The District is aware of the new criteria in effect for providing notice to DSA as to anticipated submission for review.
6. Assistance to District during the bidding process for the site work. Services include two (2) coordination meetings. It is assumed site work beyond the scope of the modular manufacture shall be via the lease/leaseback contractor project delivery method, per initial discussions with CFW staff.

7. Construction administration and DSA closeout. Services shall include up to twelve (12) site visits to verify general conformance of the work with the approved Contract Documents, and to advise the District and contractor of any observable deviations accordingly.

B. Additional Services:

The following are not included in Basic Services and shall be invoiced separately, based on hourly rates per Exhibit "A" in this proposal:

1. Constructability and potential cost saving options (value engineering) after DSA approval.
2. Changes to the DSA approved documents or additional scope of work requested by the District (Owner-Requested Changes).
4. Building engineering and systems including structural, mechanical, electrical (lighting and power), plumbing, and fire protection (fire sprinkler) within the buildings and associated site work for fire protection systems.
5. Civil Engineering of any off-site drainage systems and additions/modifications for parking or drop-off areas.
5. Client, contractor and DSA meetings and site visits exceeding those described in Basic Services.
6. All additional services shall be approved by the Client in writing prior to the start of the work.
7. Payment of all fees at the request of the District. Fees shall be reimbursed at cost plus ten percent (10%).

III. District Responsibilities

1. District is responsible for all fees associated with required approvals.
2. District shall pay for required in-plant and site inspection and testing as required by DSA. Inspectors shall be approved by the Architect to determine capabilities and acceptance for the project.
3. District shall provide required geotechnical and hydrology reports and topographic surveys.
4. The District shall provide all "as-built" documents for the campus.
5. The District, via its program management firm, CFW, shall provide timely review of required decisions to keep the project on schedule.

III. Project Construction Budget

The estimated project cost per the CFW's estimate is:

Site Construction \$2,400,000
Modular Classrooms \$5,000,000

IV. Project Team

Principal Architect	Scott Gaudineer, AIA, C-14211, Architect of Record
Project Architect	Michael Stahlheber, AIA
Construction Administrator	Steve Colombero
Civil Engineer	Encompass Consultant Group
Landscape Architect	Oasis Associates
Plumbing Engineer	Mark Baskin and Associates, Inc.
Electrical Engineer:	JMPE Engineers

V. Project Delivery

The project delivery methodology shall be via an approved District contract for the buildings and a single contractor for the site work and utilities.

VI. Project Timeline

Work shall be accomplished to meet an anticipated to DSA submittal of May 15, 2023 assuming the modular manufacturer has submitted complete construction documents complying with a DSA PC approval available for coordination by February 28, 2023.

VII. Fee Structure

1. Architectural fees shall be:
Modular buildings= \$195,000
Site design=\$192,000

Architectural fee shall be adjusted at time of bid and adjusted at completion of project to include all additive change order amounts that are not caused by architect error and omission.

END OF PROPOSAL

EXHIBIT 'A'

**FLEWELLING & MOODY INC.
SCHEDULE OF BILLING RATES - 2022**

Principal	\$300.00
Project Manager	\$265.00
Senior Design Architect	\$190.00
Architect	\$155.00
Senior CA Field Representative	\$175.00
CA Field Representative II	\$155.00
CA Field Representative I	\$150.00
Senior Designer	\$155.00
Designer II	\$130.00
Designer I	\$115.00
CADD III	\$110.00
CADD II	\$95.00
CADD I	\$90.00
Senior Tech Assistant	\$105.00
Tech Assistant II	\$95.00
Tech Assistant I	\$80.00
Accountant	\$170.00
Accounting I	\$135.00
Accounting Clerk	\$75.00
Secretary III	\$90.00
Secretary II	\$80.00
Secretary I	\$70.00

Note: The Architect shall reserve the right for the scheduled fees to be adjusted at the beginning of each calendar year by an additional 4% for each year the Agreement is in effect.

SERVICES AND EXPENSES:

THE FOLLOWING SERVICES AND EXPENSES SHALL BE BILLED ON A TIME AND EXPENSE BASIS. ALL ASSOCIATED SERVICE LABOR SHALL BE BILLED AT BILLING RATES STATED ABOVE AND ALL MATERIALS AND EXPENSES WILL BE BILLED AT COST PLUS 15%:

- Governmental fees
- Reproductions
- Plotting (required deliverables)
- Scanning
- Travel (in excess of 100 miles)
- Photocopying
- Subsistence
- Sub-Consultants

All payments are due upon receipt of invoice. Any payments not received within thirty (30) days of invoice shall incur interest at a rate of seven percent (7%) per annum for all unpaid balances.

EXHIBIT "C"
BASIC SERVICES AND DESCRIPTION OF SUBMITTALS

A. GENERAL REQUIREMENTS

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Architectural Services:

- (1) Determine which governmental agencies have jurisdiction over the Project or any portion thereof and document same in writing to the District; coordinate with and implement the requirements of such agencies, e.g., California Department of Education ("CDE"), Office of Public School Construction (OPSC), Division of the State Architect (DSA), State Fire Marshal, *et cetera*.
- (2) Review subsoil data, chemical, mechanical and other data logs of borings, etc., furnished to Architect pursuant to this Agreement and advise the District whether such data are sufficient for purposes of design, or whether additional data are necessary.
- (3) Utilize District provided title report for Project site to determine scope and extent of any easements or other site limitations.
- (4) Be responsible for the coordination of the design and the layout of the technology backbone system with the District's technology consultant. The coordination effort shall include location and routing of raceways, conduits, and outlets and required spaces to accommodate electrical, data and communication wiring.
- (5) Provide services required to obtain local agencies approval for off-site work including review by governmental agencies having jurisdiction over the Project.
- (6) Develop a grading and drainage plan and a site plan from architectural information showing a final development of the site, this drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The services described in this Subparagraph shall be provided by a professional civil engineer who is to subcontract with the Architect.
- (7) Architect to document the location of existing utility lines, telephone, water and sewage, etc., within the limits of all on-site and off-site work. This information shall be provided by the District. Architect shall verify the capacity of all existing project utilities.
- (8) Chair, conduct and take minutes of coordination meetings, held as reasonably necessary during each design phase with its consultants. Invite the District and the District's consultants to participate in these meetings. Keep a separate log to document design/coordination comments generated in these meetings. The form of Comment Tracking Document to be used by Architect should be coordinated with the Lease/Leaseback Contractor (LLBC).

- (9) Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this Project (with documentation of major discussion points, observations, decisions, questions or comments) and furnish to the District for inclusion in the overall Project documentation.
- (10) Utilize the standardized filing system as currently utilized by Architect.
- (11) Provide interior design and other similar services required for or in connection with color coordination including furnishing, including the provision of a standard color board to assist in consultation with the District regarding such color coordination. Coordinate the placement of furniture, and equipment layout and consult with District to ensure proper placement of required furniture and equipment. The District shall procure furnishing and moveable equipment.
- (12) Prepare necessary documents for and oversee the processing of District's application for and obtaining of required approvals from the DSA, the CDE, the State Fire Marshall and all other agencies exercising jurisdiction over the Project. Prepare and submit any required applications, notices or certificates to public agencies as required by law. Provide copies of all such documents to the District.
- (13) Prepare all documentation performed pursuant to this Agreement with the assistance of technology that is currently utilized by Architect. Deliver to the District, on request, the tape and/or his disc format and the name of the supplier of the software/hardware necessary to use the design file. Architect and District shall each sign a "hard" copy of reproducible documents that depict this information at the time provided to the District.

B. ESTIMATES AND COSTS GENERALLY

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Architectural Services:

- (1) For purposes of this Agreement, "construction cost" for estimation purposes shall mean the total of any and all costs of the construction of the Project, including, without limitation, costs of site preparation, removal or demolition of existing structures, storm-water compliance and erosion control, construction of school buildings and ancillary facilities and improvements, and all other work, supplies, materials, services or other things of any nature whatsoever incidental or necessary work in connection with construction of the Project, construction management and job supervisor fees and other costs directly allocable to the Project, all costs and expenses including any application and processing fees, taxes or insurance premiums paid by the District for the Project, and administrative and other expenses necessary or incident to the Project. The term "construction cost" shall, for purposes of estimation only, include the costs incurred by the District for construction management and job supervisor fees. "Construction cost" shall not include all of the costs associated with preparing, generating or reproducing copies of any plans, specifications or other construction documents, including, without limitation, additional copies for any subcontractors prepared at District expense. The

term construction cost excludes property and similar taxes attributable to the Project site.

- (2) The Architect shall review construction cost and total Project cost estimates at each phase of the Architectural Services. If such estimates are in excess of the construction and total Project budgets, the Architect, in consultation with the District and without additional cost to the District, shall revise the type, quantity or quality of construction to come within the budgeted limits. The District, in its sole discretion, may, but in no event shall be required to, increase the construction budget for the Project.
- (3) The Architect shall at all times include in each estimate of construction cost a contingency for construction change orders, in such amount as agreed by the District.
- (4) The Architect shall at all times notify the District if adjustments to previous estimates of the total construction costs will be necessary due to market fluctuations or approved changes in scope or requirements.
- (5) The Architect shall ensure that all plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructable and otherwise comply with provisions of this Agreement, law and District standards and policies, regardless of any revisions necessary to keep construction costs within the construction budget.

C. PROJECT INITIATION PHASE

Within ten days after receipt from the District of the notice to proceed with Architectural Services, the Architect shall complete all of the following:

- (1) Meet with the District and its representatives to prepare a detailed task analysis and work plan for documentation in a computer generated project schedule. The District will produce the final scheduling format based on data furnished by Architect.

This task analysis and work plan will identify specific tasks including, but not limited to: interviews, data collection, required District filing standards, analysis, report preparation, planning, Architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities, required times for completion and additional definition of deliverables.

- (2) Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
- (3) Participate in a general Project kick-off meeting to include the Architect's appropriate consultants, and District staff.
 - (i) The project kick-off meeting will introduce key team members from the District and the Architect to each other defining roles and responsibilities relative to the Project.

- (ii) Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.
- (iii) Review and explain the overall project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
- (iv) Review and explain the task analysis and project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
- (v) Review documentation of the project kick-off meeting prepared by the District and/or its representatives and comment prior to distribution.

D. DEVELOPMENT OF ARCHITECTURAL PROGRAM

Upon receipt from the District of the notice to proceed with Architectural Services, the Architect shall perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed; identify design issues relating to functional need, directives and constraints imposed by applicable law and regulatory requirements; and complete Design checklist as provided by the District; and take all other necessary actions in accordance with the following:

- (1) Coordinate with the District's Educational Specifications to identify critical issues affecting project completion and certification; significant site considerations; applicable planning and zoning requirements; applicable code requirements; applicable fire and life safety requirements; sanitary and storm sewer service requirements; electrical power service and requirements; heating, ventilating and air conditioning requirements; natural gas availability and requirements; domestic and fire water service requirements; and incorporation of mitigation measures, if any, from the final environmental impact report and/or mitigation negative declaration adopted by the District for the Project. With respect to environmental mitigation measures, the District shall cooperate with Architect to ensure that Architect has access to those mitigation measures adopted by the District for the Project.
- (2) Hold initial community information/PTA meeting at a location designated by the District, if required.
- (3) Conduct Architectural program meeting with the District selected project participants.
- (4) The Architect shall review with the District alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost of the Project or increase the efficiency and/or functionality of the Project.
- (5) Develop an estimate of probable construction cost for the Project and reconcile the estimate with the LLBC; estimates are to be based on the developed functional Architectural programs as approved by the District.

- (6) Estimates prepared by Architect:
- (i) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the District and its representatives.
 - (ii) Contingencies for design, bidding or construction, if included in the estimate, are to be included as individual line items, with the percentage and base of calculation clearly identified.
 - (iii) All construction cost estimates developed per the above should additionally be presented in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.
 - (iv) One week prior to submittal of documents, Architect's proposed cost format must be submitted to the District for review and approval.
 - (v) Architect shall submit a unit cost breakdown for three types of new building cost models ranging from a low end per square foot cost for the District's consideration, to high end per square foot cost. The unit cost shall not include the site work, the general contractor's overhead and profit, and general condition. (Include separate columns for additional upgrades / condition assessment scope and possible condition assessment reduction credits). In addition, Architect shall provide a cost estimate for a permanent modular if appropriate/applicable.
 - (vi) Mechanical, electrical, civil, landscaping and estimating sub-Architects shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the cost estimate.

E. SCHEMATIC DESIGN PHASE

Upon written authorization from the District to proceed with the Schematic Design Phase, the Architect shall prepare for the District's review a Schematic Design Study and take other necessary actions in accordance with the following:

- (1) Architectural:
- (i) Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship.
- Include all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.

- (ii) Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
 - (iii) Identify proposed roof system, deck, insulation system and drainage technique.
 - (iv) Site plan with building located and minimum one (1) foot contour grade intervals. All major site development, such as paving, utilities and outside facilities shall be shown, including property lines, adjacent existing structures, walls and fences fifty (50) feet beyond the property line. The District shall provide a site survey to Architect for purposes of completing the task outlined within this paragraph.
- (2) Civil:
- (i) Development of on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
 - (ii) Identify surface improvements including roadways, parking (with assumed wheel weights) preliminary finish grades and drainage.
 - (iii) Coordinate finish floor elevations with architectural site plan.
- (3) Landscaping:
- Development and coordination of landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.
- (4) Specifications:
- Outline specifications of proposed architectural, structural, mechanical and electrical materials, system and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the project design and specifications.
- (5) Estimates:
- (i) Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost meaning labor, material, waste allowance, sales tax and subcontractor's mark-up.
- General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the Construction Specification Institute (CSI) category.

- (ii) The estimate shall separate the project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.
 - (iii) Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).
- (6) Meetings:
- (i) The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the Architects.
 - (ii) During the Schematic Design Phase it is anticipated that the Architect will attend 2-3 design meetings; Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineers will attend design meeting.

(7) Presentation:

Architect shall present and review with the District the detailed Schematic Design.

The schematic design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

F. DESIGN DEVELOPMENT PHASE

Upon written authorization by the District to proceed with the Design Development Phase, Architect shall prepare Design Development Phase documents based on Schematic Design Phase documents approved by the District and take other necessary actions in accordance with the following:

- (1) Architectural:
 - (i) Scaled, dimensioned floor plans with final room locations including all openings.
 - (ii) 1/8" scale building sections showing dimensional relationships, materials and component relationships.
 - (iii) Identification of all fixed equipment to be installed in contract.
 - (iv) Site plan completely drawn with beginning notes and dimensions including grading and paving.
 - (v) Preliminary development of details and large scale blow-ups.

- (vi) Legend showing all symbols used on drawings.
 - (vii) Floor plans identifying all fixed and major movable equipment and furniture.
 - (viii) Outline specification and schematic for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
 - (ix) Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
 - (a) Light fixtures
 - (b) Ceiling registers or diffusers
 - (c) Access Panels
 - (x) A tabulation of both the net and gross assignable floor areas, and a comparison to the initial program area requirements.
 - (xi) Building design shall conform to all adopted energy regulations.
 - (xii) Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
 - (xiii) Identify code requirements; include occupancy classification(s) and type of construction.
- (2) Structural:
- (i) Structural drawing with all major members located and sized.
 - (ii) Layout structural systems with dimensions and floor elevations. Identify structural systems (pre-cast, structural steel with composite deck, structural steel bar joists, etc.); with preliminary sizing identified. Establish final building and floor elevations.
 - (iii) Preliminary specifications.
 - (iv) Identify foundation systems and requirements (fill requirements, piles, caissons, spread footings, etc.); with preliminary sizing identified, and associated soil pressure, water table and seismic center. Architect shall design the foundation of the Project in accordance with recommendations of the District's soil engineer as provided by the District. Architect must notify the District in time to prepare this soil report for Architect's use.
- (3) Mechanical:

- (i) Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural. Calculate block heating, ventilation and cooling loads including skin versus internal loading.
 - (ii) Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
 - (iii) Show selected system on drawings as follows:
 - (a) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases
 - (b) Location and preliminary sizing of all major equipment and duct work in allocated spaces
 - (c) Schematic piping
 - (d) Temperature control zoning.
 - (ii) Major mechanical equipment should be scheduled indicating size and capacity.
 - (iii) Ductwork and piping should be substantially located and sized.
 - (iv) Devices in ceiling should be located.
 - (v) Legend showing all symbols used on drawings.
 - (vi) More developed outline specifications indicating quality level and manufacture.
- (4) Electrical:
- (i) Calculate overall approximate electrical loads.
 - (iii) Identify proposed electrical system for service, power, lighting, low voltage and communication loads.
 - (iv) Show system(s) selected on drawings as follows:
 - (a) Single line drawing(s) showing major distribution system.
 - (b) Location and preliminary sizing of all major electrical systems and components including:
 - (1) Load centers
 - (2) Main panels
 - (3) Switch gear

- (v) Identify and define the scope of the technology backbone system.
- (vi) All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space(s).
- (vii) All major electrical equipment should be scheduled indicating size and capacity.
- (viii) Complete electrical distribution including a one line diagram indicating final location of switchboards, communications, controls; (high and low voltage) motor control centers, panels, transformers and emergency generators, if required.
- (ix) Legend showing all symbols used on drawings.
- (x) More developed outline specifications indicating quality level and manufacture.
- (xi) Identify and coordinate the layout of the technology backbone system and coordinate the development with the District's technology Architect.

(5) Civil:

- (i) Further refinement of schematic design drawings of on and off site utility systems for sewer, water, storm drain and fire water. Includes pipe sizes, materials, invert elevation location and description of manholes, clean outs, hookups, bedding and installation details.
- (ii) Further refinement of schematic design drawings of roadways, parking and storm drainage improvements; including but not limited to: details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

(6) Landscape:

- (i) Further refinement of schematic design concepts, includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.

(7) District to provide general condition specification and supplementary conditions.

(8) Estimate:

Design Development Estimate: This estimate shall be prepared by specification section, summarized by CSI category. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups. LLBC fee, and general conditions shall be listed separately.

(9) Meetings:

The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the Architects.

During the Design Development Phase it is anticipated that the Architect will attend (2) design meetings, Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineer will attend (1) design meeting.

(10) Presentation:

Architect and applicable Architect Consultants shall present and review with the District the detailed design development drawings and concepts.

The design development design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

- (11) The Architect shall submit the contract documents to the District for review by facilities, maintenance and operations, and other staff of the District, and Architect shall respond to, and shall revise the contract documents as necessary in response to, any comments, suggestions and/or updates provided through such review.

G. CONSTRUCTION DOCUMENTS PHASE

Upon written authorization from the District to proceed with the Construction Documents Phase, Architect shall prepare Construction Documents based on the Design Development Phase Documents approved by the District and take other necessary actions in accordance with the following:

- (1) Prepare construction documents in compliance with the appropriate applicable building codes, ordinances and other regulatory authorities.
- (2) Construction Documents (C/D) 50% stage:
 - (i) Architectural:
 - (a) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
 - (b) Elevations, (exterior and interior) sections and floor plans corrected to reflect design development review comments.
 - (c) Architectural details and large blow-ups started.
 - (d) Well developed finish, door, and hardware schedules.

- (e) Site utility plans started.
 - (f) Fixed equipment details and identification started.
 - (g) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.
- (ii) Structural:
- (a) Structural floor plans and sections with detailing well advanced.
 - (b) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
 - (c) Completed cover sheet with general notes, symbols and legends.
- (iii) Mechanical:
- (a) Mechanical calculations virtually completed with all piping and ductwork sized.
 - (b) Large scale mechanical details should be started.
 - (c) Mechanical schedule for equipment substantially developed.
- (iv) Electrical:
- (a) Lighting, power, signal and communication plans should show all switching and controls. Fixture schedule and lighting details development should be started.
 - (b) Distribution information on all power consuming equipment; lighting and device branch wiring development should be well started.
 - (c) All electrical equipment schedules should be started.
 - (d) Special system components should be approximately located on plans.
 - (e) Completely develop the layout of the technology backbone system, including equipment room layouts, raceway and conduit routing and outlet locations.
- (v) Civil:

All site plans, site utilities, parking and roadway systems updated to reflect update revisions from Design Document.

(vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from Design Documents.

(vii) Estimate:

Update and refine the Design Development Phase Estimate. Also provide an estimate sorted by District's bid packages.

(viii) Specifications:

- (a) Virtually complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, at least two names shall be used, and such names shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District.

- (b) Coordination of the development of specifications by other disciplines.
- (c) Specification shall be in CSI format.

(3) Construction Documents 90%/DSA Submittal Stage:

(i) Architectural:

- (a) Virtually complete site plan.
- (b) Virtually complete floor plan, elevations and sections.
- (c) Architectural details and large blow-ups near completion.

- (d) Finish door, and hardware schedules virtually complete, including most details.
 - (e) Site utility plan virtually complete.
 - (f) Fixed equipment details and identification virtually complete.
 - (g) Reflected ceiling plan virtually complete.
 - (h) Provide Finish Schedule (with the exceptions of colors) identifying type of material and textures on walls, floors, doors, etc. Architect to recommend color selection for approval by the District.
 - (i) All equipment catalog cuts.
- (ii) Structural:
- Completed structural floor plans and sections with detailing well advanced.
- (iii) Mechanical:
- (a) Mechanical load calculations complete and all piping and ductwork sized.
 - (b) Large scale mechanical details should be substantially complete.
 - (c) Mechanical schedule for equipment substantially complete.
- (iv) Electrical:
- (a) Lighting, power, signal and communication plan(s) should reflect all switching and controls. Fixture schedule(s) should be virtually complete.
 - (b) Distribution information on all power consuming equipment; lighting and device branch wiring should be virtually complete.
 - (c) All electrical equipment schedules should be virtually complete.
 - (d) Special system components should be located on plans.
- (v) Civil:
- All site plans, site utilities, parking and roadway systems updated to reflect update revisions from 50% CD's.
- (vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from 50% CD's and completed.

- (4) Construction Documents - Substantial Completion Stage:
 - (i) Architectural:
 - (a) Completed site plan.
 - (b) Completed floor plans, elevations and sections.
 - (c) Architectural details and large blow-ups completed.
 - (d) Finish, door and hardware schedules completed, including all details.
 - (e) Site utility plans completed.
 - (f) Fixed equipment details and identification completed.
 - (g) Reflected ceiling plans completed.
 - (ii) Structural:
 - (a) Structural floor plans and sections with detailing completed.
 - (b) Structural calculations completed.
 - (iii) Mechanical:
 - (a) Large scale mechanical details complete.
 - (b) Mechanical schedules for equipment completed.
 - (c) Completed electrical schematic for environmental cooling and exhaust equipment.
 - (d) Complete energy conservation calculations and report.
 - (iv) Electrical:
 - (a) Lighting and power plan should show all switching and controls. Fixture schedule and lighting details should be completed.
 - (b) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.

- (c) All electrical equipment schedules completed.
- (d) Special system components plans completed.
- (e) Electrical load calculations completed.
- (v) Civil:
 - All site plans, site utilities, parking and roadway systems completed.
- (vi) Estimate:
 - Update and refine the 50% Construction Document Estimate.
- (vii) Specifications:
 - (a) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, they shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those necessary for District maintenance requirements.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District. Architect shall coordinate with District to incorporate any changes by the District, or the District's Construction Manager, made during District review of specifications.
 - (b) Coordination of the development of specifications by other disciplines.
 - (c) Specifications shall be in CSI format.
- (5) Construction Documents Final DSA Approval Stage:
 - (i) The construction document final stage shall be for the purpose of the Architect incorporating all governmental agencies' comments into the drawings, specifications, and estimate. All corrections made by the Architect during this stage should be at no additional cost to the District, except for changes by District from Design Development Stage.
 - (ii) The contract documents delivered to the District upon completion by Architect shall include, but not limited to, the following:

- (a) Drawings: Original of all drawings on CADD or plotted bond with Architect's and/or Architect Consultants' State license stamp(s).
 - (b) Specifications: Original computer generated technical specifications on reproducible masters in CSI format.
 - (c) Update and refine the Architect Consultant's completed Construction Documents.

- (6) Construction Documents Final Back-Check Stage:
 - (i) Make corrections as required, to reflect governmental agencies' final back-check comments into the drawings, specifications and estimate. All such corrections will be made at no cost to the District.
 - (ii) Upon written approval by the District that the documents are complete, Architect shall provide to the District completed drawings printed to scale and a complete set of specifications on reproducible masters. Reproduction of the contract documents for distribution to bidders will be provided by the District.

- (7) Contract Documents:
 - (i) The Architect shall prepare and submit to the District for written approval the "contract documents" for the Project, which shall include all those documents necessary and convenient to provide for the contracting for construction of the Project, including, but not limited to, the construction contract provided by the District, complete working drawings and specifications setting forth in detail sufficient for construction the work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work. The Architect shall conform for use in the contract documents the form(s) of such documents as are provided by the District, e.g., form of agreement, general conditions, *et cetera*.
 - (ii) To the extent required, the Architect shall submit the contract documents to DSA for plan check, and make all revisions and corrections as necessary to secure DSA approval of the contract documents. Upon receipt of DSA approval of the contract documents, the Architect shall provide to the District a final estimate of total construction costs for the Project.
 - (iii). Unless the District informs Architect that District will be responsible for preparing bid documents, the Architect shall prepare all bid documents during the contract documents Phase of the Project, and forward them to the District for written approval not less than three weeks prior to the anticipated first advertisement date for bids as established by the District.

- (8) Meetings:

- (i) During the Construction Document Phase it is anticipated that the Architect will attend (2) design meetings; the structural, electrical, mechanical, plumbing engineer will attend the civil and landscape engineer will attend (1) meeting
- (ii) Such meetings shall not exceed one (1) day in duration and will normally be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsiderations of such decisions affecting program, master plan, schematic design and design development shall constitute a change in the Scope of Services of the Architect.

H. BIDDING PHASE

Upon written authorization from the District to proceed with the Bidding Phase, except to the extent the responsibility for any of the following is assumed by the District or a District consultant, or the bid documents or other contracts applicable to the Project make any of the following the responsibility of some other party, Architect shall take all necessary actions in accordance with the following:

- (1) The development of the bidding procedure and the general condition of the construction contract shall be the joint responsibility of the District and the Architect, and the Lease/Leaseback Contractor.
- (2) Following written approval of the contract documents and written acceptance by the District of Architect's final estimate of total construction costs, the Architect shall cooperate with the District and/or its LLB Contractor in the reproduction of the contract documents and the distribution of the contract documents to contractors interested in bidding on the Project. All sets of contract documents requested by the District for bidding purposes shall be reproduced at District's expense.
- (3) All questions concerning the intent or interpretation of the bidding and contract documents shall be referred to the District for screening and subsequent processing through Architect and/or the Construction Manager.
- (4) In the event any matter is identified that requires interpretation of the drawings or specifications, the Architect shall analyze the matter for decision by the District as to substantive and procedural requirements and, as necessary for corrections or clarifications, prepare one or more addenda for issuance by the District.
- (5) The Architect shall assist the District in evaluating all bids and contract proposals, evaluating substitutions proposed by bidders, and awarding the bids. The Architect shall review the qualifications of all bidders and make recommendations to the District as to whether, in the Architect's professional opinion, bidders are qualified and meet minimum requirements for performance of the work.
- (6) If at any time the total of the lowest responsible and responsive bid(s) for the Project, together with all other estimated and/or actual costs included within the construction cost, exceed the construction budget approved by the District for the Project, the

Architect, in consultation with the District and at no additional expense to the District, shall revise the plans and specifications as necessary so that rebidding of some or all of the Project will result in a construction cost not in excess of the construction budget. In so revising the plans and specifications, the Architect shall exercise its best judgment in determining the balance between the type, quality and other characteristics of the Project necessary to result in a Project satisfactory to the District. If acceptable to the District, the Architect may, as an alternative, include in the contract documents one or more deductive alternatives so that Architect and District may evaluate different means to achieve a satisfactory Project within the construction budget.

I. CONSTRUCTION PHASE

The Architect shall commence providing Construction Phase services upon award of the first contract for construction and until the earlier of the issuance to the District of the final Certificate for Payment or sixty (60) days after final completion of construction, including, without limitation, completion of all punch list items.

- (1) During construction, the Architect shall furnish all necessary additional drawings for supplementing, clarifying and/or correcting purposes and for change orders required. Such drawings shall be requested in writing from the Architect by the District and shall be at no additional cost unless designated as an additional service to the District. The original drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.
- (2) The Architect will receive written notification of the award of a construction contract. Upon receiving such written notification, the Architect will proceed with the services required by the Construction Phase of this Agreement.
- (3) Architect shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, project data, samples and change orders, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.

The Architect's action shall be taken within fourteen (14) calendar days so as to cause no unreasonable delay in the work or in the construction of the District or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

In no case shall the review period associated with a single, particular submittal exceed fourteen (14) calendar days from the receipt by the Architect.

- (4) During the course of construction, all Requests for Clarification must be responded to in a most expeditious manner, no more than seven (7) days, so as not to impact and delay the construction progress.
- (5) Drawings or change orders required due to actions of the District which are beyond the scope of the Architect's responsibilities, shall be considered extra services.

- (6) Architect shall visit the job site for on-site review of the construction of the Project. The schedule of these visits shall be coordinated and approved in advance by the District and its representative(s). The purpose of these visits is to resolve discrepancies in the contract documents and to monitor the progress of the Project.

Architect shall bring to the attention of the District, in writing to guard the District against, but does not assure against, any defects or deficiencies in the work by the District's construction contractor which the Architect may observe.

- (7) The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the District and Architect in writing to become familiar with the progress and quality of the work completed and to determine that the work is being performed in a manner that the work when completed will be in accordance with the contract documents. On the basis of on-site observations as an architect, the Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. However, the Architect shall not be a guarantor of the contractor's performance.
- (8) Prepare "Record Drawings": on the approved drawings original tracings to record changes made during the construction project based upon information provided by the District's construction contractor and changes by change orders. These "Record Drawings" along with three copies shall be delivered to the District at completion of the construction and shall be a condition precedent to the District's approval of the Architect's final payment. Architect may coordinate with District to identify electronic media alternatives to the satisfaction of all, or a portion of, this requirement.
- (9) The Architect shall not be responsible for, nor have control or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, and shall not be responsible for contractors' failure to carry out work in accordance with the contract documents. The Architect shall not be responsible for, nor have control over, the acts or omissions of the contractors, subcontractors, any of their agents or employees, or any other persons performing any work.
- (10) Architect shall review equipment and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems.
- (11) Architect shall also provide at the District's request, architectural/engineering advice to the District on start-up, break-in and debugging of facility systems and equipment; and apparent deficiencies in construction following the acceptance of the contractor's work.

J. PROJECT CLOSE-OUT PHASE

As a condition to final payment to the Architect pursuant to this Agreement, the Architect shall complete all actions necessary for close-out of the Project in accordance with the following:

- (1) Architect shall perform all actions necessary for District to obtain final close-out approval from DSA and any other governmental agencies with jurisdiction over the Project or any portion thereof. Architect shall not be responsible for documents or actions required of inspectors, testing labs, contractors, the District, or any other consultants retained by the District.
- (2) Architect shall provide to the District any and all documentation required pursuant to this Agreement not already provided during prior phases of the Architectural Services.
- (3) Architect shall coordinate with the District , at extra expense to be agreed upon between the District and the Architect, to prepare for the District as part of the project closeout, following completion of construction and occupation of the Project by the District, a survey reviewing how certain areas of the Project are being utilized as compared to their intended utilization. The District shall, at the Architect's request and with the Architect's assistance, identify those areas of the Project to be included in such survey.

K. MATTERS NOT WITHIN SCOPE OF ARCHITECTURAL SERVICES

The Architect is not responsible for providing, as part of the Architectural Services, any of the following:

- (1) Ground contamination or hazardous material analysis.
- (2) Any asbestos testing, design or abatement.
- (3) Environmental impact report.
- (4) Historical significance report.
- (5) Soils investigation.
- (6) Geotechnical hazard report.
- (7) Topographic survey.
- (8) Title report.

EXHIBIT "E"

INVOICE APPROVAL LETTER

DATE: _____

PROJECT: Driffill Elementary New Transitional Kindergarten Facilities

ARCHITECT OF RECORD: Flewelling & Moody

IBI Group has submitted all required documents pertaining to the Design Phase of the contract for review by the District's Program Manager, Caldwell Flores Winters, Inc. (CFW) and the Oxnard School District.

By signing below, a representative of IBI Group hereby certifies that the invoice submitted is a true and accurate reflection of the work performed to date and an accurate representation of the percent work completed for the phase identified in the invoice. The representative also certifies that the invoice submitted does not include any charges for services that have been previously paid or rejected by the District and/or CFW.

IBI Group

Date

The invoice has been reviewed by the following and is recommended for payment:

Caldwell Flores Winters, Inc.

Date

Oxnard School District
Lisa Franz
Director, Purchasing

Date

Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up

- 1 See "billing tab" below for spreadsheet; these are the instructions
- 2 Enter project name, DSA project number, project type, invoice number, date, your company name, fax, phone, etc.
- 3 Enter purchase order number provided to you when contract was issued
- 4 Feel free to include your company logo if you wish.
- 5 Enter approved contract agreements, amendments, reimburseables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
- 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows reimbursables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied/inserted in a single step by highlighting multiple rows prior to copying.

First Billing

- 5
IMPORTANT! When you are entering costs for your first billing, enter values (dollar amounts) ONLY into the green column. The percentages will change automatically. NOTE: Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.
- 6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column.
- 8 Enter the corresponding dollar values/% complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email to Chris Yafuso (cyafuso@aimcsworld.com) or mail to the CFW Oxnard office at 1901 S. Victoria Avenue #106, Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors and miscalculations can delay/prevent processing of payment.

NOTE: All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this worksheet may be rejected and may delay payment until the next billing cycle or until the spreadsheet becomes accurate. Invoices not received by the 25th may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.

EXHIBIT "F"

FINGERPRINTING REQUIREMENTS

SECTION 00510

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES
FOR CONTRACTORS**

The successful Bidder will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District's students during the performance of the Contract in compliance with Education Code §§ 45125.1 and 45125.2. To assure these provisions, the successful Bidder's supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers' conduct while on school grounds. In addition, the successful Bidder shall barricade the Work area to separate its workers from the students. Costs associated with this process are the responsibility of the successful Bidder.

The Contractors' construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department Of Justice (DOJ) and have a proof of clearance in the form of an affidavit filed in the Oxnard School District's Purchasing Office **prior to** the start of the Work.

California Education Code §§45125.1 and 45125.2 require that criminal checks be completed for contractors (Contracting Firm) who provide architectural, construction, janitorial, administrative, landscape, transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the Oxnard School District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken the following actions with respect to the construction Project that is the subject of the Contract:

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND

OXNARD SCHOOL DISTRICT
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FINGERPRINTING
00510
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2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

3. Pursuant to Education Code §45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: _____

Title: _____

AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: _____

Proper Name of Contractor: _____

Signature: _____

By: _____

Its: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 15, 2023

Agenda Section: Section D: Action Items

Approval of the Oxnard School District 2022-2023 Safe Return to In-Person Instruction and Continuity of Service Plan (DeGenna/Thomas)

The U. S. Department of Education (ED) requires Local Educational Agencies (LEAs) receiving ESSER III funds to submit an LEA Plan for the Oxnard School District 2022-2023 Safe Return to In-Person Instruction and Continuity Services Plan. This applies even if an LEA has been operating full-time, in-person instruction. The plan includes health and safety measures for students and staff related to COVID-19 and information regarding the continuity of academic, social, emotional, health, and meal services. The plan must be Board approved and updated every 6 months.

FISCAL IMPACT:

None

RECOMMENDATION:

The recommendation from the Associate Superintendent of Educational Services and the Director of School Performance & Student Outcomes is that the Board of Trustees approves the LEA Plan for the Oxnard School District 2022-2023 Safe Return to In-Person Instruction and Continuity of Services Plan.

ADDITIONAL MATERIALS:

Attached: [Presentation-Safe Return to Instruction Plan March 2023-English \(5 pgs\).pdf](#)
[Safe Return to In-Person Instruction Plan 2023 \(7 pgs\).pdf](#)



Safe Return to In-Person Instruction and Continuity of Services Plan 22-23

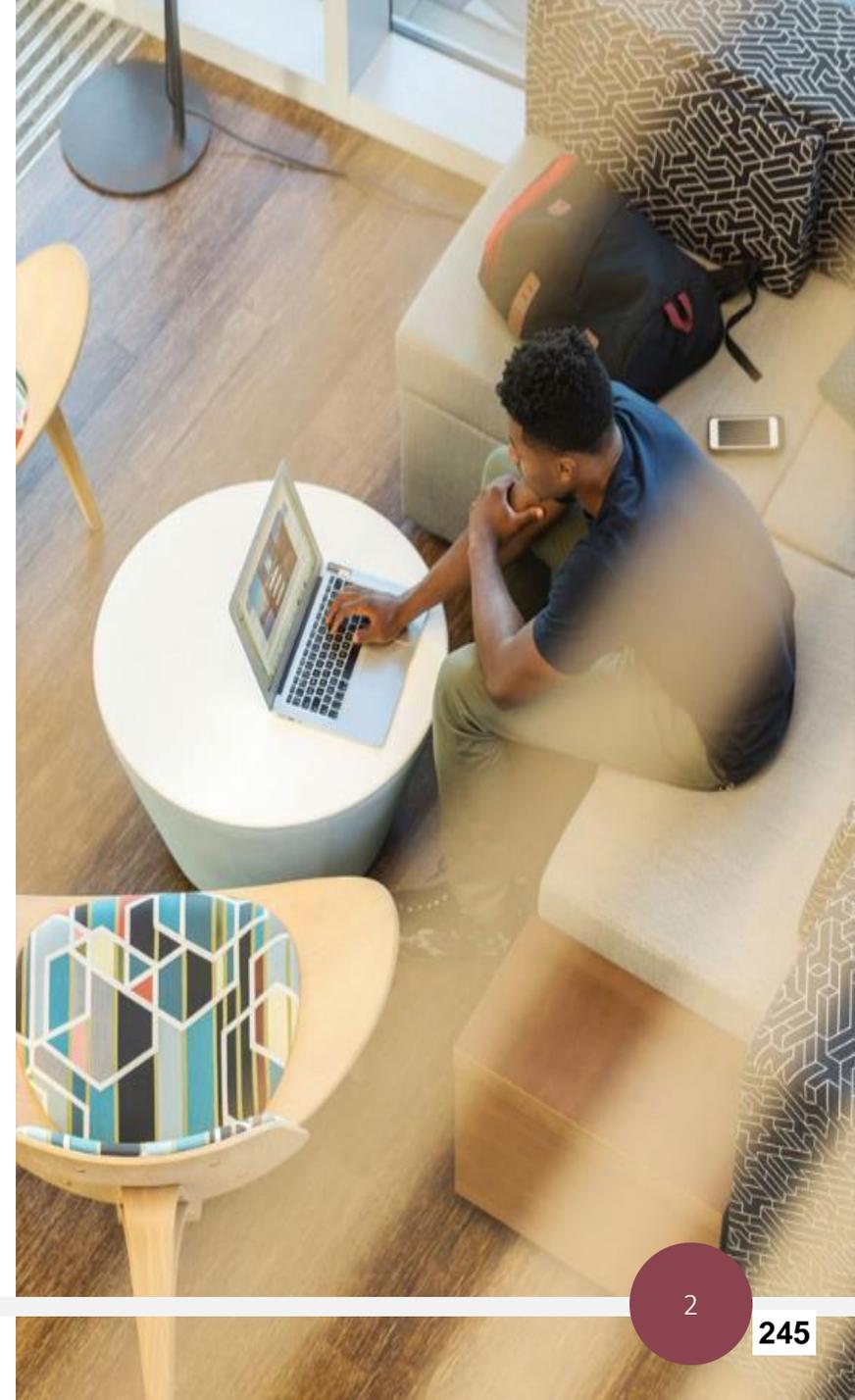


Oxnard School District



Requirement for Funding

- Districts which received funding through ESSER III to support instruction and safety measures during the pandemic had to have a plan which was Board approved and posted on the website.
- OSD did have such a plan.
- Recently, a review of our spending of these funds was conducted by the state.
- It was determined that the plan needed updating and another approval.
- The plan was updated by Educational Services and Risk Management.
- The plan was opened for public comment and now approval is recommended.



Components

Maintaining Health and Safety for Students and Staff

- Universal and Correct Wearing of Masks
- Personal Protective Equipment
- Handwashing Etiquette
- Cleaning & Maintaining Facilities
- Improving Ventilation
- Contact Tracing
- Isolation & Quarantine
- Diagnostic & Screening Testing
- Vaccination Access
- Accommodations for Students w/Disabilities



Continuity of Services: Academic, Social Emotional, Health & Food Services

- Academic
- Physical Education and Extra Curricular Activities
- Social Emotional
- Mental Health Services
- Health
- Food Services





- Posted on website
- Updated every 6 months

Thank you!



OXNARD SCHOOL DISTRICT

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

www.oxnardsd.org

Safe Return to In-Person Instruction and Continuity of Services Plan 2022-2023

Maintaining Health and Safety for Students and Staff:

The following information (and additional details) can also be found in the COVID-19 Prevention Program Plan which can be found on the district website: <https://www.oxnardsd.org/Page/13166> .

Universal and Correct Wearing of Masks

- Face coverings are optional, but strongly recommended, in indoor settings or in vehicles.
- OSD will provide face coverings and ensure they are worn by all employees when required by applicable orders from CDPH.
- Any employee may wear a face covering when not required by a law, regulation, or health order, unless it would create a safety hazard, such as interfering with the safe operation of equipment.
- Face coverings will be available at entry of each location and available upon request.
- Employees returning to work after exclusion from work must wear face coverings for 10 days following the positive test, the onset of symptoms, or the last day of close contact.
- Asymptomatic employees must wear face coverings for 10 days following the last day of close contact.
- A face covering is worn over the nose and mouth, not under the nose or under the chin.
- CDPH recommends surgical masks or higher-level masks KN95 or N95 respirators.
- Face coverings are to be clean and undamaged.
- Face shields are not a replacement for face coverings, although they may be worn together for additional protection.
- Signs will be posted at each entrance to communicate to non-employees the face coverings requirements or recommendations on the premises.

Personal Protective Equipment

- PPE must not be shared, (i.e. gloves, goggles, and face shields).

Protective gloves

- Nurses, health technicians, and/or office staff attending ill or injured students or assisting with medical needs of special education students.
- Custodians and other employees who use cleaning and sanitizing products, other than surface wipes.
- Special Education Teachers and Paraeducators who assist students with personal needs or assisting with medical needs of special education students.
- Any staff required to process, distribute US mail or outside carrier packages
- Library Medial staff required to process incoming library books

Goggles or safety glasses

- Nurses, health technicians, and/or office staff attending ill or injured students or assisting with medical needs of special education students.
- Custodians and other employees who use cleaning and sanitizing products, other than surface wipes.
- Special Education Teachers and Paraeducators who assist students with personal needs or assisting with medical needs of special education students.

Face shields

- To enhance the effectiveness of goggles, safety glasses, or face coverings.
- Staff who are hearing-impaired or communicating with a hearing-impaired person.
- Employees who cannot wear face coverings due to a medical or mental health condition or disability.
- The face shield must have a drape on the bottom

Handwashing Etiquette

- An adequate number of restrooms with sinks and soap will be provided per the California Plumbing Code.
- Areas without soap and water will be provided with hand sanitizer.
- Employees and students are encouraged to wash their hands frequently throughout the day, including:
 - Before and after eating;
 - After coughing or sneezing;
 - Before and after using the restroom;
 - Before and after classes where they handle shared items such as art supplies.
- Employees and students are encouraged to wash their hands for 20 seconds with soap, rubbing thoroughly after application.

Cleaning & Maintaining Facilities

Scheduled and Periodic Cleaning and Disinfecting

- High touch surfaces at offices, classrooms and on school buses are to be cleaned and disinfected at least daily.
- Buses will be thoroughly cleaned and disinfected daily and after transporting any individual who is exhibiting symptoms of COVID-19.
 - Drivers will be provided disinfectant wipes and disposable gloves to support disinfection of frequently touched surfaces.
- Daily cleaning and disinfecting as specified should be added to the agreement with contracted transportation providers.
- Only disinfecting products approved for use against COVID-19 on the Environmental Protection Agency (EPA)- approved list “N” will be used.

Shared Tools and Equipment

- Where there must be sharing, the items will be disinfected between uses by wiping down all surfaces with approved wipes or use of sanitizer by each person before and after use.

Improving Ventilation

We maximize, to the extent feasible, the quantity of outside air for buildings with mechanical or natural ventilation systems by:

- The heating ventilation and air conditioning (HVAC) system is adjusted to allow maximum outside air.
- The HVAC system air filters will be upgraded to the highest efficiency compatible with the system Maximum Efficiency Reporting Value (MERV) 13 filters.
- Opening doors and windows when weather permits, and the outdoor Air Quality Index is less than 100.
- Portable air cleaners equipped with high efficiency particulate air (HEPA) filters are installed in each classroom, office and health offices and isolation areas.
- Installed 996 Minimum Efficiency Report Value (HEPA) air purifiers into each classroom & office, operating 24/7, immensely improving on our Indoor Air Quality (IAQ).

Contact Tracing

The following procedure shall be taken in advance of a report of a COVID-19 case and after their report to help identify employee who may have had close contact:

- To facilitate contact tracing, employees and visitors will sign in and out when visiting a department that is not their own.
- When a report is made of a positive test of symptoms identified by a health care professional, the employee with COVID-19 will be excluded from the worksite and interviewed to establish:
 - Dates they have been at the work site
 - Dates COVID-19 Case tested positive or first experience symptoms
 - With whom they have been in close contact
 - What other work sites they may have visited two (2) days prior to the start of COVID-19 related symptoms
 - Determine who may have been exposed and would be considered a close contact by CDC Definition.
 - Check-In and Check-Out Google Sheet log and physical sign-in log

Isolation & Quarantine

Cal/OSHA has developed new information for isolation and quarantine as of January 14, 2022, which informs the Return-to Work criteria.

Employees with COVID-19 symptoms

- Isolate and test as soon as possible to determine infection status. For symptomatic persons who have tested positive within the previous 90 days, using an antigen test is preferred.
- Remain in isolation while waiting for testing results. If not testing, they should continue isolating for 10 days after the day of symptom onset.
- If testing negative with an antigen test, it is recommended to continue self-isolation and retesting in 1-2 days particularly if tested during the first 1-2 days of symptoms.
- Continue to self-isolate if test result is positive, following recommended actions below.

Employees who test positive for COVID-19:

- Isolation can end and employees may return to the workplace after day 5 if symptoms are not present or are resolving, AND a diagnostic specimen collected on day 5 or later tests negative.
- If an employee is unable or chooses not to test and their symptoms are not present or are resolving, isolation can end and the employee may return to the workplace after day 10.
- If an employee has a fever, isolation must continue, and the employee may not return to work until the fever resolves, without the use of fever reducing medication.
- If an employee's symptoms other than fever are not resolving, they may not return to work until their symptoms are resolving or until after day 10 from the positive test.
- Employees must wear face coverings as described in this program, or for a total of 10 days after the positive test, whichever is longer, especially in indoor settings.
- Employees must maintain six (6) feet of distance from others at the workplace for 14 days after the positive test.

Diagnostic & Screening Testing

Employee Screening

Daily Symptom Screening processes have been implemented district-wide for employees, students and visitors.

The Oxnard School District will require all employees to self-screen daily at home prior to arriving to work:

- Temperature & symptoms screening at or above 100.4 in past 24 hours.
- Employees will certify via QR code or sign in log they are COVID symptom-free and have not been identified as a close contact.
- Use hand sanitizer upon entering.
- Face coverings shall be worn in accordance with state and local guidance.

If an employee is sick he/she shall stay home and report their COVID-19 symptoms immediately on the district COVID-19 Exposure Portal <https://covid.oxnardsd.org/>.

Student Screening

Parent screening of their child(ren) shall occur at home daily:

- Temperature & symptoms screening at or above 100.4 in past 24 hours.
- Hand hygiene upon arrival
- Face masks shall be worn in accordance with state and local guidance

Visitor Screening

The Oxnard School District will screen all visitors prior to entry by:

- Visitors will certify via QR code or sign in log they are COVID symptom-free and have not been identified as a close contact.
- Use hand sanitizer upon entering.
- Face coverings shall be worn in accordance with state and local guidance.

Vaccination Access

- Employees are strongly encouraged, but not required, to get vaccinated or boosted.
- Employee may continue to submit their proof of vaccination in the OSD Vaccination Portal <https://covidvax.oxnardsd.org/>.
- Information on vaccination locations can be found on our district website: <https://www.oxnardsd.org/Page/14450>.

Accommodations for Students w/Disabilities

All procedures/requirements can be accommodated to student needs within reason. For example, for masking: students can be exempted from wearing face coverings due to a medical condition, mental health condition, or disability and will wear an effective non-restrictive alternative, such as a face shield with a drape on the bottom, if their condition or disability permits it.

Continuity of Services: Academic, Social Emotional, Health & Food Services:

Academic

In-person instruction commenced in the 21-22 school year and continues to the 22-23 school year. The current school calendar can be found on the website: <https://tinyurl.com/35hunzdp> . Bell Schedules can be found on each school site's website.

Closure of a classroom or multiple classrooms may be necessary to prevent disease transmission, but any decision to close a portion of or the entire school will be made in consultation with VCPH. VCPH may also implement partial or full school closures where 6 social distancing requirements are not met.

Communicating information related to classroom and/or school closures will be made via: Blackboard (all call system to families and site staff) email (family and staff) and District and site websites. All communication will be in English and Spanish.

Continuity of education will be maintained through distance learning or other means of non-classroom-based instruction:

- Long-term and Short-term Independent Study options are available.
- Access to full curriculum and instructional resources will be equivalent to in-person instruction
- Students have 1:1 devices and connectivity assistance will be available through check out of Hot Spots

- Participation will be measured
- Progress will be assessed, particularly in Language Arts, ELD and Mathematics

Our district is a 1:1 device district. Every student has an iPad. During the pandemic, a district-wide Learning Management System (LMS), was instituted to facilitate consistency for the delivery of lessons through technology. The LMS continues to be used to support in-person instruction.

Students who may be out of school for limited periods of time can participate in the Short-Term Independent Study Program. Grade level lessons are delivered through the LMS.

An Independent Study (IS) program is offered to provide an optional alternative instructional program for students whose needs may be best met through study outside of the regular classroom setting (OSD Board Policy 6158). Independent Study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience or whose health or other personal circumstances make classroom attendance difficult. Teachers in the program provide daily and/or weekly synchronous instruction to support students' engagement with grade-level content. Daily synchronous check-ins are designed to foster student-teacher connections, clarify daily expectations, and improve students' overall performance (e.g., attendance, assignment completion).

The academic progress of students who receive special education services, Foster Youth, McKinney-Vento students and English Learners is carefully monitored and additional supports and resources are made available. IEPs are monitored for compliance by district and site staff, ORCs work with Foster Youth to connect them with needed services, a Community Liaison works directly with McKinney-Vento families to connect them with available services and English Learner progress is monitored through academic data and information is shared with families of English Learners through site ELACs and the district's DELAC.

Physical Education and Extra-Curricular Activities

PE

All students participate in the required amount of minutes for Physical Education (Ed. Code 33352), by grade level. All pre-COVID protocols can be followed.

Extra-Curricular

The Oxnard Scholars After School program is offered at no cost to families and consists of academic and enrichment activities. The programs are educational and fun and include a daily complimentary snack. The Scholars Program is offered Monday through Friday from school dismissal until 6:00PM (including minimum days). Participating students are expected to attend every day the program is offered. The Oxnard School District contracts with the City of Oxnard to provide the after-school program at each of our twenty schools for students in grades K-8. The programs receive funds through the State of California After School Education and Safety (ASES) grant.

After school programs vary from school to school and are tailored at each school to meet the particular academic and social needs of the school population. The program provides a safe and supervised environment after each school day for students to receive academic support and enrichment. Registration forms and information can be obtained at each school site and on the district website:

<https://www.oxnardsd.org/Domain/1375>.

Oxnard School District also has an Expanded Learning Opportunities Program (ELOP). This program offers opportunities before school, after school, during summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences. It is the intent of the Legislature that expanded learning

programs are pupil-centered, results driven, include community partners, and complement, but do not replicate, learning activities in the regular school day and school year.

Social Emotional

Oxnard School District offers many supports for the social emotional well-being of students. There is a Counselor at each site who supports the social emotional needs of students. Counselors at the K-8 and Middle Schools also provide academic support. Counselors meet with students on an individual basis and also work with groups of students. They provide Social Emotional Learning (SEL) lessons to classes and training for teachers. They make referrals to community-based organizations and mental health resources. A Counselor is also assigned to the Independent Study Program. Many sites have Wellness Centers where students can go during the school day for various types of supports. Some sites also have Social Workers. In the event a class or school closure, counseling support will be available through virtual meeting platforms.

Outreach Consultants (ORCs) are also at every site and provide information and support directly to families and connect them to community organizations and services, such as, access to food, clothing, shelter, substance abuse services, transportation and low/no cost insurance for children. They also support attendance programs to promote regular attendance at school. In the event a class or school closure, ORC services will be available through virtual meeting platforms.

Each site has a Positive Behavior Intervention and Supports (PBIS) Team. Plans and programs are instituted and monitored to support a safe and positive climate and culture on each campus.

A team of Behavior Specialists provides support to students in special education programs. For students who do not receive special education services, we have a Social Emotional Support Specialist (SESS). These specialists work directly with teachers and site staff to create plans to mitigate behavior.

More information on provided services can be found in the Pupil Services section on the website: <https://www.oxnardsd.org/Domain/1381>.

Mental Health Services

In accordance with AB 2022 and CA Education Code 49428, the Oxnard School District ensures that parents, guardians and students are informed about resources available for anyone who believes they are in a mental health crisis. Parents/guardians and students are encouraged to talk with any adult in the school district if they are concerned about another student and possible mental health needs. In order to initiate access to available pupil mental health services, the following mental health services provider can be contacted: Ventura County Behavioral Health Logrando Bienestar: (805) 973-5220 or the Ventura County Behavioral Health Crisis Team: 866-998-2243. For more information regarding health services, click [here](#).

Health

Oxnard School District employs 5 licensed school nurses to support student health and oversee health support staff (LVNs and health assistants) at sites throughout our district. District nurses conduct mandated vision/hearing screenings, write and implement student health plans, and provide support with any other student health-related needs, including COVID-19 related illness.

Food Services

School meals are served to students under the National School Lunch and Breakfast Programs. Meals and snacks are also served through the United States Department of Agriculture's Seamless Summer Option and the Child and Adult Care Feeding Program. Following the nutrition guidelines prescribed by

the Healthy, Hunger-Free Kids Act of 2010, whole-grain rich products; low fat and fat free milk; 100% fruit and/or vegetable juices; and a variety of fresh, seasonal fruits and vegetables are served. More information regarding Child Nutrition Services can be found on our website: <https://www.oxnardsd.org/Domain/1378> . The website also includes links to community- based organizations which offer programs which supply food/meals to the community.

We have a district Community Liaison who keeps in contact with all of our foster families. He has maintained contact with them during the closures to link them with any necessary services. All sites know who their foster students are and are using the ORCs to maintain contact as well.

Opportunities for Public Feedback:

A Public Hearing was held, in regard to this plan, on March 1, 2023.

The portion of this plan regarding *Maintaining Health and Safety for Students and Staff* was approved on February 24, 2021, was approved by the State Safe Schools for All Team on March 4, 2021 and has been revised on the following dates: March 31, 2022; May 6, 2022 and September 19, 2022.

All information in this document is subject to change per local, state and federal guidelines.

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: March 15, 2023

Agenda Section: Section D: Action Items

Approval of Oxnard School District 2022-2023 Second Interim Financial Report (Period Ending January 31, 2023) (Mitchell/Crandall Plasencia)

Oxnard School District's 2022-23 Second Interim Financial Report is presented for approval and reflects a positive certification of the district's financial condition. The report is based on January 31, 2023 year-to-date revenue and expenditures as required by law. A 10.0% reserve reflects the Board's direction in regard to the district's reserve, and exceeds the minimum required reserve for economic uncertainty of 3.0%. Projections indicate maintenance of a 10.0% reserve as well as a positive cash balance, for projection years 2023-24 and 2024-25.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services and the Director of Finance that the Board approve the Oxnard School District 2022-2023 Second Interim Report (Period Ending January 31, 2023).

ADDITIONAL MATERIALS:

Attached: [2022-2023 Second Interim Report Presentation \(10 pages\)](#)
[2022-2023 Second Interim Financial Report \(131 pages\)](#)



Second Interim Budget 2022-23 Fiscal Year

Presenters:

*Valerie Mitchell, MPPA
Interim Assistant Superintendent, Business and Fiscal Services*

*Mary Crandall Plasencia
Director of Finance*

*Mayte Duenez
Accounting Manager/Internal Auditor*

March 15, 2023

2 Overview

Summary:

- *Budget to actual report based on year-to-date results*
- *Positive Certification of the district's financial condition*

Items to Review:

- Financial Reporting Timelines
- Second Interim 2022-23 – Certification
- Second Interim 2022-23 – Current Year Revenues and Expenses
- Multi-Year Projection Assumptions for 2023-24 and 2024-25





Financial Reporting Timelines

State Financial Reports

- ❑ Adopted Budget – June 30
- ❑ First Interim – December 15
- ❑ **Second Interim – March 16**
- ❑ Unaudited Actuals – September 15
- ❑ Independent Audit – January 15

Submitting a Positive Certification for Second Interim 2022-23

The district is able to meet its financial obligations for this year and two subsequent years and will have a positive cash balance



4 Budget and Multiyear Assumptions

Planning Factor	2022-23	2023-24	2024-25
Estimated Funded ADA (Average Daily Attendance)	14,754.61	14,027.24	13,178.83
Funded UPP (Unduplicated Pupil Percentage)	90.94%	90.34%	90.20%
Step & Column	1.30%	1.30%	1.30%
Statutory COLA & Augmentation (Planning COLA)	13.26%	8.13%	3.54%
STRS Employer Statutory Rates	19.10%	19.10%	19.10%
PERS Employer Projected Rates	25.37%	27.00%	28.10%
Lottery - Unrestricted per ADA	\$170	\$170	\$170
Lottery - Prop 20 per ADA	\$67	\$67	\$67
Mandated Block Grant per ADA	\$34.94	\$37.78	\$39.12
CPI	6.00%	3.44%	2.77%
Routine Restricted Maintenance Account	3% of total GF expenditures	3% of total GF expenditures	3% of total GF expenditures
Health Benefits - Hard Cap with no anticipated changes	<i>Varies by Bargaining Unit</i>		



General Fund Summary Changes

Revenue:				
Object	1st Interim	2nd Interim	Difference	Explanation
8010-8099	\$ 197,484,308	\$ 197,934,106	\$ 449,798	Increase LCFF Revenue due to increase in TK ADA.
8100-8299	\$ 37,252,533	\$ 37,252,533	\$ -	
8300-8599	\$ 79,942,269	\$ 78,965,277	\$ (976,992)	Decrease due to estimated reduction in Arts, Music, & Instructional Materials Grant per Governor's Budget Proposal; off-set with increase to Home To School Transportation Funds.
8600-8799	\$ 14,706,388	\$ 14,733,746	\$ 27,358	Increase due to Local Donation Revenue.

Expenditures:				
Object	1st Interim	2nd Interim	Difference	Explanation
1000-1999	\$ 103,636,142	\$ 103,432,590	\$ (203,552)	Decrease due to budget transfer from salaries to services for Special Ed Learning Recovery Program; and off-set with increase in Banking Time Stipends.
2000-2999	\$ 38,734,211	\$ 38,056,844	\$ (677,367)	Decrease in Classified Salaries Budget to account for unfilled vacancies.
3000-3999	\$ 55,582,582	\$ 55,076,621	\$ (505,961)	Decrease in employee benefits due to decreases in certificated and classified salaries.
4000-4999	\$ 17,442,314	\$ 18,713,202	\$ 1,270,888	Increases in planned expenditures for Expanded Learning Opportunity Program and Special Education one time funds.
5000-5999	\$ 47,287,931	\$ 52,697,709	\$ 5,409,778	Increase in planned expenditures for Special Education services to utilize one time funds; and increases in Attorney Fees and Utilities.
6000-6999	\$ 4,363,323	\$ 4,335,478	\$ (27,845)	Decrease in expenditures for Child Nutrition Kitchen Infrastructure Equipment program; off-set with increase in Board Room facility upgrades.
7100-7499	\$ 2,301,660	\$ 2,301,660	\$ -	
7300-7399	\$ (426,868)	\$ (318,345)	\$ 108,523	Increase in Indirect Costs due to overall increase of expenditures.
7600-7629	\$ -	\$ -	\$ -	
8980-8999	\$ (45,367,885)	\$ (44,795,147)	\$ (572,738)	Decrease in General Fund Contribution to Special Education.



6 Multiyear Projections - Summary

	2022-23 Second Interim	2023-24 Projections	2024-25 Projections
Revenues	\$328,885,662	\$279,556,611	\$274,504,163
Expenditures	\$274,295,759	\$277,648,400	\$279,669,883
Excess (Deficiency) of Revenue over Expenditures	\$54,589,903	\$1,908,211	(\$5,165,720)
Beginning Fund Balance	\$82,658,777	\$137,248,680	\$139,156,891
Total Ending Fund Balance	\$137,248,680	\$139,156,891	\$133,991,171
<u>Components of Ending Fund Balance</u>			
Reserve for Economic Uncertainty - Percentage	10.0%	10.0%	10.0%
Reserve for Economic Uncertainty	\$27,429,576	\$27,764,840	\$27,966,988
Non-Spendable (Stores & Revolving Cash)	\$120,000	\$120,000	\$120,000
Legally Restricted	\$77,000,215	\$66,237,846	\$54,930,578
Committed Funds	\$32,698,889	\$45,034,206	\$50,973,605
Undesignated/Unappropriated Fund Balance	\$0	\$0	\$0



Multi-year Projections - Detail

General Fund (Unrestricted & Restricted)		2022-23 2nd Interim	2023-24 Projected	2024-25 Projected
Revenues				
Total LCFF Funding		\$197,934,106	\$207,378,526	\$201,634,741
Federal Revenues		\$37,252,533	\$12,703,640	\$13,084,749
Other State Revenues		\$78,965,277	\$44,344,884	\$44,246,907
Other Local Revenues		\$14,733,746	\$15,129,561	\$15,537,766
Total Revenues		\$328,885,662	\$279,556,611	\$274,504,163
Expenditures				
Certificated Salaries		\$103,432,590	\$103,804,734	\$104,181,715
Classified Salaries		\$38,056,844	\$38,551,583	\$39,052,754
Employee Benefits		\$55,076,621	\$56,613,118	\$56,816,692
Books & Supplies		\$18,713,202	\$19,356,936	\$19,893,123
Services & Other Operating Expenses		\$52,697,709	\$54,510,510	\$56,020,451
Capital Outlay		\$4,335,478	\$3,040,000	\$2,040,000
Other Outgo		\$2,301,660	\$2,301,660	\$2,301,660
Transfer of Indirect Costs		-\$318,345	-\$530,141	-\$636,512
Total Expenditures		\$274,295,759	\$277,648,400	\$279,669,883
Detail of Committed Balance				
Student Transportation/Bus Replacement		\$1,000,000	\$1,000,000	\$1,000,000
Technology Device Refresh		\$3,000,000	\$3,000,000	\$3,000,000
Instructional Materials Adoptions		\$2,000,000	\$2,000,000	\$2,000,000
Building Maintenance One-Time Funds		\$1,564,000	\$1,564,000	\$1,564,000
Financial Stability Reserve		\$25,134,889	\$37,470,206	\$43,409,605
Total Committed Balance		\$32,698,889	\$45,034,206	\$50,973,605



8 Second Interim 2022-23 – Summary

- ❑ Reflects revisions to the current fiscal year
- ❑ Revised Multi-Year Projections
- ❑ Resulting “Positive Certification”
- ❑ Staff recommends approval of the 2022-23 Second Interim Financial Report





Next Steps

March - May 2023

LCAP and Budget Development for 2023-24

April - May 2023

Spring Audit Work for 2022-23

June 7, 2023

Public Hearings for 2023-24 LCAP and Budget

June 21, 2023

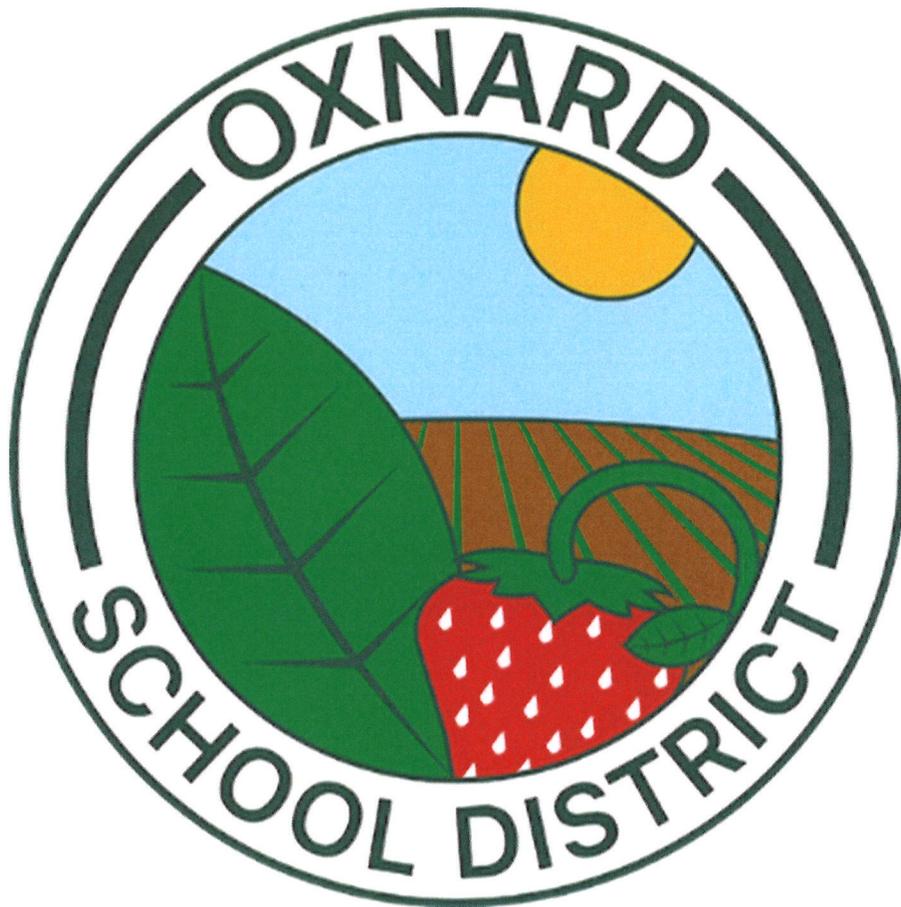
Board Adoption of 2023-24 LCAP and Budget



Questions?



2022-23
2nd Interim Report
(period ending January 31, 2023)



Board Meeting of
March 15, 2023

Prepared by:
Valerie Mitchell, Assistant Superintendent, Business & Fiscal Services
Mary Crandall Plasencia, Director of Finance
Mayte Duenez, Accounting Manager/Internal Auditor

Mission:

IGNITE • TRANSFORM • NURTURE • EMBRACE

- **IGNITE** students' passions for learning and empower them to achieve brilliance.
- **TRANSFORM** our classroom and school expectations, relationships, and practices to more fully align with our values.
- **NURTURE** caring communities that develop students' full identities, linguistic/cultural/academic excellence, social-emotional health, and life potential.
- **EMBRACE** high-leverage services and approaches that translate our values into action.

Vision:

Changing the World!

Inspired, Accomplished, Multilingual Global Citizens - In School and Beyond
In Oxnard School District, we nurture self-confident and empowered multilingual global citizens, strong in their multiple identities and potential, who achieve inspired levels of individual, community, and social accomplishment in school and beyond in their endeavors.

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OXNARD SCHOOL DISTRICT

Second Interim Report 2022-2023

Education Code 42130 provides that the district submit a Second Interim Report to the governing board of the district that covers the financial and budgetary status of the district for the period ending January 31, 2023.

Education Code 42131(a) (1) further states that “pursuant to the reports required by Section 42130, the governing board of each school district shall certify, in writing, within 45 days after the close of the period being reported, whether or not the school district is able to meet its financial obligations for the remainder of the fiscal year, and based on current forecasts, for the subsequent fiscal year.”

In keeping with the provision, the district is providing in the enclosed document the following:

- District Certification of Interim Report (POSITIVE)
- Enrollment History
- Average Daily Attendance Form
- LCFF Calculation
- Actual and Projected Cash Flow
- General Fund Summary of Changes
- SACS Fund Detail
- School District Criteria & Standards

OTHER FUNDS

The Other Funds of the district are substantially unchanged from that presented in the First Interim Budget.

MULTI-YEAR PROJECTIONS

Beginning on page 91 are the projections for the 2023-24 and 2024-25 fiscal years. The School Services of California Dartboard was used to determine net changes to projected COLA. Current ADA projection models were used to determine projected future ADA. Any changes in the ADA projection model, and corresponding changes in projected ADA, will be reflected at the Adopted Budget Report.

SUMMARY

Budget updates will occur on a regular basis. The Second Interim Report will be presented to the Board of Trustees by March 15, 2023.

All projections are based upon information available at this point in time and are subject to change as further information becomes available.

RECOMMENDATION

For purpose of meeting the Second Interim Reporting Guidelines, it is recommended that the Board accept the Second Interim Report as presented and authorize the filing of a Positive Certification with the Ventura County Office of Education.

NOTICE OF CRITERIA AND STANDARDS REVIEW. This interim report was based upon and reviewed using the state-adopted Criteria and Standards. (Pursuant to Education Code (EC) sections 33129 and 42130)

Signed: _____ Date: _____
District Superintendent or Designee

NOTICE OF INTERIM REVIEW. All action shall be taken on this report during a regular or authorized special meeting of the governing board.

To the County Superintendent of Schools:

This interim report and certification of financial condition are hereby filed by the governing board of the school district. (Pursuant to EC Section 42131)

Meeting Date: March 15, 2023 Signed: _____
President of the Governing Board

CERTIFICATION OF FINANCIAL CONDITION

- POSITIVE CERTIFICATION
As President of the Governing Board of this school district, I certify that based upon current projections this district will meet its financial obligations for the current fiscal year and subsequent two fiscal years.
- QUALIFIED CERTIFICATION
As President of the Governing Board of this school district, I certify that based upon current projections this district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years.
- NEGATIVE CERTIFICATION
As President of the Governing Board of this school district, I certify that based upon current projections this district will be unable to meet its financial obligations for the remainder of the current fiscal year or for the subsequent fiscal year.

Contact person for additional information on the interim report:

Name: Mayte Duenez Telephone: 805-385-1501 x 2453
Title: Accounting Manager/Internal Auditor E-mail: mduenez@oxnardsd.org

Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review form (Form 01CSI). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern, which could affect the interim report certification, and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Funded ADA for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.	X	
CRITERIA AND STANDARDS (continued)			Met	Not Met
2	Enrollment	Projected enrollment for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.	X	
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio for the current and two subsequent fiscal years is consistent with historical ratios.	X	
4	Local Control Funding Formula (LCFF) Revenue	Projected LCFF revenue for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.		X
5	Salaries and Benefits	Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures has not changed by more than the standard for the current and two subsequent fiscal years.		X
6a	Other Revenues	Projected operating revenues (federal, other state, other local) for the current and two subsequent fiscal years have not changed by more than five percent since first interim.		X
6b	Other Expenditures	Projected operating expenditures (books and supplies, services and other expenditures) for the current and two subsequent fiscal years have not changed by more than five percent since first interim.		X
7	Ongoing and Major Maintenance Account	If applicable, changes occurring since first interim meet the required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account).	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard in any of the current or two subsequent fiscal years.	X	
9a	Fund Balance	Projected general fund balance will be positive at the end of the current and two subsequent fiscal years.	X	
9b	Cash Balance	Projected general fund cash balance will be positive at the end of the current fiscal year.	X	
10	Reserves	Available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the current and two subsequent fiscal years.	X	
SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) occurred since first interim that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures funded with one-time revenues that have changed since first interim by more than five percent?	X	

S3	Temporary Interfund Borrowings	Are there projected temporary borrowings between funds?	X	
S4	Contingent Revenues	Are any projected revenues for any of the current or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed since first interim by more than \$20,000 and more than 5% for any of the current or two subsequent fiscal years?	X	
SUPPLEMENTAL INFORMATION (continued)			No	Yes
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?		X
		• If yes, have annual payments for the current or two subsequent fiscal years increased over prior year's (2021-22) annual payment?	X	
		• If yes, will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?	X	
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?		X
		• If yes, have there been changes since first interim in OPEB liabilities?	X	
S7b	Other Self-insurance Benefits	Does the district operate any self-insurance programs (e.g., workers' compensation)?	X	
		• If yes, have there been changes since first interim in self-insurance liabilities?	n/a	
S8	Status of Labor Agreements	As of second interim projections, are salary and benefit negotiations still unsettled for:		
		• Certificated? (Section S8A, Line 1b)		X
		• Classified? (Section S8B, Line 1b)		X
S8	Labor Agreement Budget Revisions	For negotiations settled since first interim, per Government Code Section 3547.5(c), are budget revisions still needed to meet the costs of the collective bargaining agreement(s) for:		
		• Certificated? (Section S8A, Line 3)	n/a	
S9	Status of Other Funds	Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?	X	
ADDITIONAL FISCAL INDICATORS			No	Yes
A1	Negative Cash Flow	Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?	X	
A3	Declining Enrollment	Is enrollment decreasing in both the prior and current fiscal years?		X
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior or current fiscal year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?		X
A7	Independent Financial System	Is the district's financial system independent from the county office system?	X	
A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?		X

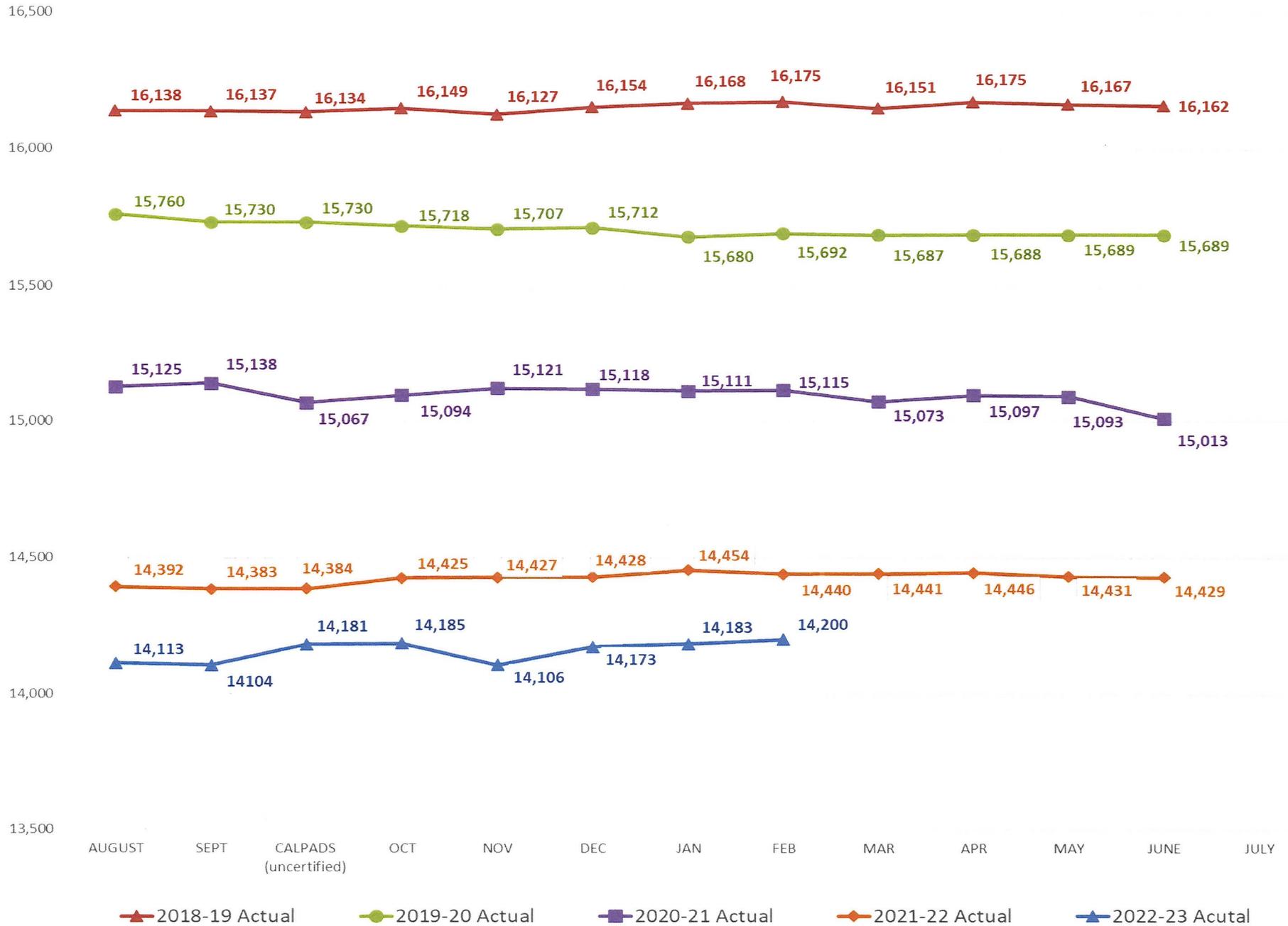
G = General
Ledger Data; S =
Supplemental
Data

Data Supplied For:					
Form	Description	2022-23 Original Budget	2022-23 Board Approved Operating Budget	2022-23 Actuals to Date	2022-23 Projected Totals
011	General Fund/County School Service Fund	GS	GS	GS	GS
081	Student Activity Special Revenue Fund	G	G	G	G
091	Charter Schools Special Revenue Fund				
101	Special Education Pass-Through Fund				
111	Adult Education Fund				
121	Child Development Fund	G	G	G	G
131	Cafeteria Special Revenue Fund	G	G	G	G
141	Deferred Maintenance Fund	G	G	G	G
151	Pupil Transportation Equipment Fund				
171	Special Reserve Fund for Other Than Capital Outlay Projects				
181	School Bus Emissions Reduction Fund				
191	Foundation Special Revenue Fund				
201	Special Reserve Fund for Postemployment Benefits				
211	Building Fund	G	G	G	G
251	Capital Facilities Fund	G	G	G	G
301	State School Building Lease-Purchase Fund				
351	County School Facilities Fund	G	G	G	G
401	Special Reserve Fund for Capital Outlay Projects				

49I	Capital Project Fund for Blended Component Units				
51I	Bond Interest and Redemption Fund	G	G	G	G
52I	Debt Service Fund for Blended Component Units				
53I	Tax Override Fund				
56I	Debt Service Fund				
57I	Foundation Permanent Fund				
61I	Cafeteria Enterprise Fund				
62I	Charter Schools Enterprise Fund				
63I	Other Enterprise Fund				
66I	Warehouse Revolving Fund				
67I	Self-Insurance Fund				
71I	Retiree Benefit Fund	G	G	G	G
73I	Foundation Private-Purpose Trust Fund				
76I	Warrant/Pass-Through Fund				
95I	Student Body Fund				
AI	Average Daily Attendance	S	S		S
CASH	Cashflow Worksheet				
CHG	Change Order Form				
CI	Interim Certification				S
ESMOE	Every Student Succeeds Act Maintenance of Effort				G
ICR	Indirect Cost Rate Worksheet				
MYPI	Multiyear Projections - General Fund	S	S	S	GS
SIAI	Summary of Interfund Activities - Projected Year Totals				G

01CSI	Criteria and Standards Review	S	S	S	S
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Oxnard School District Enrollment History 2018-19 through 2022-23 Actuals



Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
A. DISTRICT						
1. Total District Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	14,517.95	14,754.61	13,001.77	14,754.61	0.00	0.0%
2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)	0.00	0.00	0.00	0.00	0.00	0.0%
3. Total Basic Aid Open Enrollment Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)	0.00	0.00	0.00	0.00	0.00	0.0%
4. Total, District Regular ADA (Sum of Lines A1 through A3)	14,517.95	14,754.61	13,001.77	14,754.61	0.00	0.0%
5. District Funded County Program ADA						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0.0%
b. Special Education-Special Day Class	0.00	0.00	0.00	0.00	0.00	0.0%
c. Special Education-NPS/LCI	37.09	37.09	37.09	37.09	0.00	0.0%
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	0.0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools	0.00	0.00	0.00	0.00	0.00	0.0%
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]	0.00	0.00	0.00	0.00	0.00	0.0%
g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)	37.09	37.09	37.09	37.09	0.00	0.0%
6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)	14,555.04	14,791.70	13,038.86	14,791.70	0.00	0.0%
7. Adults in Correctional Facilities	0.00	0.00	0.00	0.00	0.00	0.0%
8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
B. COUNTY OFFICE OF EDUCATION						
1. County Program Alternative Education Grant ADA						
a. County Group Home and Institution Pupils	0.00	0.00	0.00	0.00	0.00	0.0%
b. Juvenile Halls, Homes, and Camps	0.00	0.00	0.00	0.00	0.00	0.0%
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]	0.00	0.00	0.00	0.00	0.00	0.0%
d. Total, County Program Alternative Education ADA (Sum of Lines B1a through B1c)	0.00	0.00	0.00	0.00	0.00	0.0%
2. District Funded County Program ADA						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0.0%
b. Special Education-Special Day Class	0.00	0.00	0.00	0.00	0.00	0.0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0.0%
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	0.0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools	0.00	0.00	0.00	0.00	0.00	0.0%
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]	0.00	0.00	0.00	0.00	0.00	0.0%
g. Total, District Funded County Program ADA (Sum of Lines B2a through B2f)	0.00	0.00	0.00	0.00	0.00	0.0%
3. TOTAL COUNTY OFFICE ADA (Sum of Lines B1d and B2g)	0.00	0.00	0.00	0.00	0.00	0.0%
4. Adults in Correctional Facilities	0.00	0.00	0.00	0.00	0.00	0.0%
5. County Operations Grant ADA	0.00	0.00	0.00	0.00	0.00	0.0%
6. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
C. CHARTER SCHOOL ADA						
Authorizing LEAs reporting charter school SACS financial data in their Fund 01, 09, or 62 use this worksheet to report ADA for those charter schools.						
Charter schools reporting SACS financial data separately from their authorizing LEAs in Fund 01 or Fund 62 use this worksheet to report their ADA.						
FUND 01: Charter School ADA corresponding to SACS financial data reported in Fund 01.						
1. Total Charter School Regular ADA	0.00	0.00	0.00	0.00	0.00	0.0%
2. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils	0.00	0.00	0.00	0.00	0.00	0.0%
b. Juvenile Halls, Homes, and Camps	0.00	0.00	0.00	0.00	0.00	0.0%
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]	0.00	0.00	0.00	0.00	0.00	0.0%
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C2a through C2c)	0.00	0.00	0.00	0.00	0.00	0.0%
3. Charter School Funded County Program ADA						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0.0%
b. Special Education-Special Day Class	0.00	0.00	0.00	0.00	0.00	0.0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0.0%
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	0.0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools	0.00	0.00	0.00	0.00	0.00	0.0%
f. Total, Charter School Funded County Program ADA (Sum of Lines C3a through C3e)	0.00	0.00	0.00	0.00	0.00	0.0%
4. TOTAL CHARTER SCHOOL ADA (Sum of Lines C1, C2d, and C3f)	0.00	0.00	0.00	0.00	0.00	0.0%
FUND 09 or 62: Charter School ADA corresponding to SACS financial data reported in Fund 09 or Fund 62.						
5. Total Charter School Regular ADA	0.00	0.00	0.00	0.00	0.00	0.0%
6. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils	0.00	0.00	0.00	0.00	0.00	0.0%
b. Juvenile Halls, Homes, and Camps	0.00	0.00	0.00	0.00	0.00	0.0%
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]	0.00	0.00	0.00	0.00	0.00	0.0%
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C6a through C6c)	0.00	0.00	0.00	0.00	0.00	0.0%
7. Charter School Funded County Program ADA						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0.0%
b. Special Education-Special Day Class	0.00	0.00	0.00	0.00	0.00	0.0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0.0%
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	0.0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools	0.00	0.00	0.00	0.00	0.00	0.0%
f. Total, Charter School Funded County Program ADA						

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
Program ADA (Sum of Lines C7a through C7e)	0.00	0.00	0.00	0.00	0.00	0.0%
8. TOTAL CHARTER SCHOOL ADA (Sum of Lines C5, C6d, and C7f)	0.00	0.00	0.00	0.00	0.00	0.0%
9. TOTAL CHARTER SCHOOL ADA Reported in Fund 01, 09, or 62 (Sum of Lines C4 and C8)	0.00	0.00	0.00	0.00	0.00	0.0%

Oxnard (72538) - FY 2022-23 Second Interim	1/31/2023							
	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27
SUMMARY OF FUNDING								
General Assumptions								
COLA & Augmentation	3.26%	0.00%	5.07%	13.26%	8.13%	3.54%	3.31%	3.23%
Base Grant Proration Factor	-	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Add-on, ERT & MSA Proration Factor	-	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
LCFF Entitlement								
Base Grant	\$122,598,419	\$119,273,156	\$125,129,811	\$137,713,682	\$141,587,582	\$137,778,979	\$136,706,689	\$138,166,461
Grade Span Adjustment	5,497,591	5,223,985	5,489,186	5,966,895	6,140,389	5,934,408	5,951,766	6,028,430
Supplemental Grant	22,163,172	21,859,208	23,655,100	26,132,623	26,691,490	25,925,895	25,692,787	25,966,615
Concentration Grant	20,181,527	20,411,306	30,182,785	33,565,219	33,934,592	32,881,623	32,501,163	32,841,828
Add-ons: Targeted Instructional Improvement Block Grant	500,077	500,077	500,077	500,077	500,077	500,077	500,077	500,077
Add-ons: Home-to-School Transportation	1,209,393	1,209,393	1,209,393	1,209,393	1,307,717	1,354,010	1,398,828	1,444,010
Add-ons: Small School District Bus Replacement Program	-	-	-	-	-	-	-	-
Add-ons: Transitional Kindergarten	-	-	-	1,346,217	1,216,679	1,259,749	1,301,447	1,343,484
Total LCFF Entitlement Before Adjustments, ERT & Additional State Aid	\$172,150,179	\$168,477,125	\$186,166,352	\$206,434,106	\$211,378,526	\$205,634,741	\$204,052,757	\$206,290,905
Miscellaneous Adjustments	-	-	-	-	-	-	-	-
Economic Recovery Target	-	-	-	-	-	-	-	-
Additional State Aid	-	-	-	-	-	-	-	-
Total LCFF Entitlement	172,150,179	168,477,125	186,166,352	206,434,106	211,378,526	205,634,741	204,052,757	206,290,905
LCFF Entitlement Per ADA	\$ 10,981	\$ 11,049	\$ 12,228	\$ 13,956	\$ 15,030	\$ 15,560	\$ 16,076	\$ 16,600
Components of LCFF By Object Code								
State Aid (Object Code 8011)	\$ 130,205,356	\$ 90,990,499	\$ 96,442,144	\$ 138,932,044	\$ 182,994,854	\$ 177,251,069	\$ 175,669,085	\$ 177,907,233
EPA (for LCFF Calculation purposes)	\$ 12,856,655	\$ 48,520,475	\$ 61,340,536	\$ 39,118,390	\$ -	\$ -	\$ -	\$ -
<i>Local Revenue Sources:</i>								
Property Taxes (Object 8021 to 8089)	\$ 29,088,168	\$ 28,966,151	\$ 28,383,672	\$ 28,383,672	\$ 28,383,672	\$ 28,383,672	\$ 28,383,672	\$ 28,383,672
In-Lieu of Property Taxes (Object Code 8096)	-	-	-	-	-	-	-	-
Property Taxes net of In-Lieu	\$ 29,088,168	\$ 28,966,151	\$ 28,383,672	\$ 28,383,672	\$ 28,383,672	\$ 28,383,672	\$ 28,383,672	\$ 28,383,672
TOTAL FUNDING	172,150,179	168,477,125	186,166,352	206,434,106	211,378,526	205,634,741	204,052,757	206,290,905
Basic Aid Status	<i>Non-Basic Aid</i>							
Excess Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EPA in Excess to LCFF Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total LCFF Entitlement	172,150,179	168,477,125	186,166,352	206,434,106	211,378,526	205,634,741	204,052,757	206,290,905
SUMMARY OF EPA								
% of Adjusted Revenue Limit - Annual	16.13801139%	82.74488538%	73.31789035%	0.00000000%	0.00000000%	0.00000000%	0.00000000%	0.00000000%
% of Adjusted Revenue Limit - P-2	16.08698870%	70.06785065%	73.31789035%	42.11134218%	0.00000000%	0.00000000%	0.00000000%	0.00000000%
EPA (for LCFF Calculation purposes)	\$ 12,856,655	\$ 48,520,475	\$ 61,340,536	\$ 39,118,390	\$ -	\$ -	\$ -	\$ -
EPA, Current Year (Object Code 8012)	\$ 12,856,704	\$ 48,520,475	\$ 61,340,536	\$ 39,118,390	\$ -	\$ -	\$ -	\$ -
(P-2 plus Current Year Accrual)								
EPA, Prior Year Adjustment (Object Code 8019)	\$ 193,448.00	\$ 40,648.00	\$ (1,797,390.00)	\$ 13,935.00	\$ -	\$ -	\$ -	\$ -
(P-A less Prior Year Accrual)								
Accrual (from Data Entry tab)	-	-	-	-	-	-	-	-

Oxnard (72538) - FY 2022-23 Second Interim		1/31/2023							
	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	
LCAP PERCENTAGE TO INCREASE OR IMPROVE SERVICES									
Base Grant (Excludes add-ons for TIIG and Transportation)	\$ 128,096,010	\$ 124,497,141	\$ 130,618,997	\$ 143,680,577	\$ 147,727,971	\$ 143,713,387	\$ 142,658,455	\$ 144,194,891	
Supplemental and Concentration Grant funding in the LCAP year	\$ 42,344,699	\$ 42,270,514	\$ 53,837,885	\$ 59,697,842	\$ 60,626,082	\$ 58,807,518	\$ 58,193,950	\$ 58,808,443	
Percentage to Increase or Improve Services	33.06%	33.95%	41.22%	41.55%	41.04%	40.92%	40.79%	40.78%	
SUMMARY OF STUDENT POPULATION									
Unduplicated Pupil Population									
Enrollment	15,727	15,131	14,380	13,912	13,445	12,974	12,712	12,712	
COE Enrollment	54	52	42	42	42	42	42	42	
Total Enrollment	15,781	15,183	14,422	13,954	13,487	13,016	12,754	12,754	
Unduplicated Pupil Count	14,078	13,909	13,032	12,598	12,121	11,706	11,458	11,458	
COE Unduplicated Pupil Count	26	31	22	22	22	22	22	22	
Total Unduplicated Pupil Count	14,104	13,940	13,054	12,620	12,143	11,728	11,480	11,480	
Rolling %, Supplemental Grant	86.5100%	87.7900%	90.5500%	90.9400%	90.3400%	90.2000%	90.0500%	90.0400%	
Rolling %, Concentration Grant	86.5100%	87.7900%	90.5500%	90.9400%	90.3400%	90.2000%	90.0500%	90.0400%	

Oxnard (72538) - FY 2022-23 Second Interim		1/31/2023						
	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27
SUMMARY OF LCFF ADA								
Third Prior Year ADA for the Hold Harmless (adjusted for current year charter shift)								
Grades TK-3				6,512.97	6,512.97	5,739.39	5,596.75	5,331.00
Grades 4-6				5,166.20	5,166.20	4,836.68	4,356.75	4,266.00
Grades 7-8				3,504.47	3,504.47	3,318.04	3,047.46	3,042.00
Grades 9-12				-	-	-	-	-
LCFF Subtotal	-	-	-	15,183.64	15,183.64	13,894.11	13,000.96	12,639.00
NSS	-	-	-	-	-	-	-	-
Combined Subtotal	-	-	-	15,183.64	15,183.64	13,894.11	13,000.96	12,639.00
Second Prior Year ADA for the Hold Harmless (adjusted for current year charter shift)								
Grades TK-3				6,512.97	5,739.39	5,596.75	5,331.00	5,242.00
Grades 4-6				5,166.20	4,836.68	4,356.75	4,266.00	4,114.00
Grades 7-8				3,504.47	3,318.04	3,047.46	3,042.00	2,970.00
Grades 9-12				-	-	-	-	-
LCFF Subtotal	-	-	-	15,183.64	13,894.11	13,000.96	12,639.00	12,326.00
NSS	-	-	-	-	-	-	-	-
Combined Subtotal	-	-	-	15,183.64	13,894.11	13,000.96	12,639.00	12,326.00
Prior Year ADA for the Hold Harmless (adjusted for current year charter shift)								
Grades TK-3	6,854.55	6,512.97	6,512.97	5,739.39	5,596.75	5,331.00	5,242.00	5,301.00
Grades 4-6	5,209.83	5,166.20	5,166.20	4,836.68	4,356.75	4,266.00	4,114.00	4,008.00
Grades 7-8	3,548.36	3,504.47	3,504.47	3,318.04	3,047.46	3,042.00	2,970.00	2,894.00
Grades 9-12	-	-	-	-	-	-	-	-
LCFF Subtotal	15,612.74	15,183.64	15,183.64	13,894.11	13,000.96	12,639.00	12,326.00	12,203.00
NSS	-	-	-	-	-	-	-	-
Combined Subtotal	15,612.74	15,183.64	15,183.64	13,894.11	13,000.96	12,639.00	12,326.00	12,203.00
Prior 3-Year Average ADA (adjusted for +/- current year charter shift)								
Grades TK-3				6,255.11	5,949.70	5,555.71	5,389.92	5,291.33
Grades 4-6				5,056.36	4,786.54	4,486.48	4,245.58	4,129.33
Grades 7-8				3,442.33	3,289.99	3,135.83	3,019.82	2,968.67
Grades 9-12				-	-	-	-	-
LCFF Subtotal				14,753.80	14,026.23	13,178.02	12,655.32	12,389.33
NSS				-	-	-	-	-
Combined Subtotal				14,753.80	14,026.23	13,178.02	12,655.32	12,389.33
Current Year Charter Shift ADA for the Hold Harmless and Prior 3-Year Average								
	-	-	-	-	-	-	-	-
Current Year ADA								
Grades TK-3	6,512.97	6,512.97	5,406.40	5,596.75	5,331.00	5,242.00	5,301.00	5,301.00
Grades 4-6	5,166.20	5,166.20	4,556.06	4,356.75	4,266.00	4,114.00	4,008.00	4,008.00
Grades 7-8	3,504.47	3,504.47	3,125.53	3,047.46	3,042.00	2,970.00	2,894.00	2,894.00
Grades 9-12	-	-	-	-	-	-	-	-
LCFF Subtotal	15,183.64	15,183.64	13,087.99	13,000.96	12,639.00	12,326.00	12,203.00	12,203.00
NSS	-	-	-	-	-	-	-	-
Combined Subtotal	15,183.64	15,183.64	13,087.99	13,000.96	12,639.00	12,326.00	12,203.00	12,203.00
Change in LCFF ADA (excludes NSS ADA)	(429.10)	-	(2,095.65)	(893.15)	(361.96)	(313.00)	(123.00)	-
	Decline	No Change	Decline	Decline	Decline	Decline	Decline	No Change

Oxnard (72538) - FY 2022-23 Second Interim		1/31/2023							
	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	
2021-22 Proxy ADA Determination - for School District Calculations only. Funding for charter schools under Section 123 of AB 181 will be allocated outside of the LCFF and apportioned as a one-time categorical funding.									
Yield Calculation									
Total ADA	15,247.96		13,126.38						
Total Enrollment	15,781.00		14,422.00						
Attendance Yield	96.6223%		91.0164%						
Quotient			1.0616						
2021-22 Proxy ADA									
Grades TK-3			5,739.39						
Grades 4-6			4,836.68						
Grades 7-8			3,318.04						
Grades 9-12			-						
Subtotal			13,894.11						
NSS									
Combined Subtotal									
Funded LCFF ADA (greater of current year, prior year or 3-prior year average)									
Grades TK-3	6,854.55	6,512.97	6,512.97	6,255.11	5,949.70	5,555.71	5,389.92	5,291.33	
Grades 4-6	5,209.83	5,166.20	5,166.20	5,056.36	4,786.54	4,486.48	4,245.58	4,129.33	
Grades 7-8	3,548.36	3,504.47	3,504.47	3,442.33	3,289.99	3,135.83	3,019.82	2,968.67	
Grades 9-12	-	-	-	-	-	-	-	-	
Subtotal	15,612.74	15,183.64	15,183.64	14,753.80	14,026.23	13,178.02	12,655.32	12,389.33	
	<i>Prior</i>	<i>Current</i>	<i>Prior</i>	<i>3-PY Average</i>					
Funded NSS ADA									
Grades TK-3	-	-	-	-	-	-	-	-	
Grades 4-6	-	-	-	-	-	-	-	-	
Grades 7-8	-	-	-	-	-	-	-	-	
Grades 9-12	-	-	-	-	-	-	-	-	
Subtotal	-	-	-	-	-	-	-	-	
NPS, CDS, & COE Operated									
Grades TK-3	8.86	8.86	6.25	6.06	6.06	6.06	6.06	6.06	
Grades 4-6	20.55	20.55	13.23	11.32	11.32	11.32	11.32	11.32	
Grades 7-8	34.91	34.91	21.27	20.52	20.52	20.52	20.52	20.52	
Grades 9-12	-	-	-	-	-	-	-	-	
Subtotal	64.32	64.32	40.75	37.90	37.90	37.90	37.90	37.90	
ACTUAL ADA (Current Year Only)									
Grades TK-3	6,521.83	6,521.83	5,412.29	5,602.81	5,337.06	5,248.06	5,307.06	5,307.06	
Grades 4-6	5,186.75	5,186.75	4,568.52	4,368.07	4,277.32	4,125.32	4,019.32	4,019.32	
Grades 7-8	3,539.38	3,539.38	3,145.57	3,067.98	3,062.52	2,990.52	2,914.52	2,914.52	
Grades 9-12	-	-	-	-	-	-	-	-	
Total Actual ADA	15,247.96	15,247.96	13,126.38	13,038.86	12,676.90	12,363.90	12,240.90	12,240.90	
TOTAL FUNDED ADA									
Grades TK-3	6,863.41	6,521.83	6,519.22	6,261.17	5,955.76	5,561.77	5,395.98	5,297.39	
Grades 4-6	5,230.38	5,186.75	5,179.43	5,067.68	4,797.86	4,497.80	4,256.90	4,140.65	
Grades 7-8	3,583.27	3,539.38	3,525.74	3,462.85	3,310.51	3,156.35	3,040.34	2,989.19	
Grades 9-12	-	-	-	-	-	-	-	-	
Total	15,677.06	15,247.96	15,224.39	14,791.70	14,064.13	13,215.92	12,693.22	12,427.23	
<i>Funded Difference (Funded ADA less Actual ADA)</i>	429.10	-	2,098.01	1,752.84	1,387.23	852.02	452.32	186.33	
FUNDED ADA for the Transitional Kindergarten Add-on									
Current Year TK ADA				478.57	400.00	400.00	400.00	400.00	

Oxnard (72538) - FY 2022-23 Second Interim		1/31/2023							
	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	
PER-ADA FUNDING LEVELS									
Base, Supplemental and Concentration Rate per ADA									
Grades TK-3	\$ 11,314	\$ 11,390	\$ 12,618	\$ 14,323	\$ 15,432	\$ 15,965	\$ 16,480	\$ 17,010	
Grades 4-6	\$ 10,402	\$ 10,472	\$ 11,601	\$ 13,170	\$ 14,189	\$ 14,678	\$ 15,151	\$ 15,640	
Grades 7-8	\$ 10,711	\$ 10,783	\$ 11,944	\$ 13,560	\$ 14,610	\$ 15,115	\$ 15,601	\$ 16,104	
Grades 9-12	\$ 12,736	\$ 12,822	\$ 14,202	\$ 16,124	\$ 17,372	\$ 17,972	\$ 18,549	\$ 19,148	
Base Grants									
Grades TK-3	\$ 7,702	\$ 7,702	\$ 8,093	\$ 9,166	\$ 9,911	\$ 10,262	\$ 10,602	\$ 10,944	
Grades 4-6	\$ 7,818	\$ 7,818	\$ 8,215	\$ 9,304	\$ 10,060	\$ 10,416	\$ 10,761	\$ 11,109	
Grades 7-8	\$ 8,050	\$ 8,050	\$ 8,458	\$ 9,580	\$ 10,359	\$ 10,726	\$ 11,081	\$ 11,439	
Grades 9-12	\$ 9,329	\$ 9,329	\$ 9,802	\$ 11,102	\$ 12,005	\$ 12,430	\$ 12,841	\$ 13,256	
Grade Span Adjustment									
Grades TK-3	\$ 801	\$ 801	\$ 842	\$ 953	\$ 1,031	\$ 1,067	\$ 1,103	\$ 1,138	
Grades 9-12	\$ 243	\$ 243	\$ 255	\$ 289	\$ 312	\$ 323	\$ 334	\$ 345	
Prorated Base, Supplemental and Concentration Rate per ADA									
Grades TK-3	\$ 8,503	\$ 8,503	\$ 8,935	\$ 10,119	\$ 10,942	\$ 11,329	\$ 11,705	\$ 12,082	
Grades 4-6	\$ 7,818	\$ 7,818	\$ 8,215	\$ 9,304	\$ 10,060	\$ 10,416	\$ 10,761	\$ 11,109	
Grades 7-8	\$ 8,050	\$ 8,050	\$ 8,458	\$ 9,580	\$ 10,359	\$ 10,726	\$ 11,081	\$ 11,439	
Grades 9-12	\$ 9,572	\$ 9,572	\$ 10,057	\$ 11,391	\$ 12,317	\$ 12,753	\$ 13,175	\$ 13,601	
Prorated Base Grants									
Grades TK-3	\$ 7,702	\$ 7,702	\$ 8,093	\$ 9,166	\$ 9,911	\$ 10,262	\$ 10,602	\$ 10,944	
Grades 4-6	\$ 7,818	\$ 7,818	\$ 8,215	\$ 9,304	\$ 10,060	\$ 10,416	\$ 10,761	\$ 11,109	
Grades 7-8	\$ 8,050	\$ 8,050	\$ 8,458	\$ 9,580	\$ 10,359	\$ 10,726	\$ 11,081	\$ 11,439	
Grades 9-12	\$ 9,329	\$ 9,329	\$ 9,802	\$ 11,102	\$ 12,005	\$ 12,430	\$ 12,841	\$ 13,256	
Prorated Grade Span Adjustment									
Grades TK-3	\$ 801	\$ 801	\$ 842	\$ 953	\$ 1,031	\$ 1,067	\$ 1,103	\$ 1,138	
Grades 9-12	\$ 243	\$ 243	\$ 255	\$ 289	\$ 312	\$ 323	\$ 334	\$ 345	
Supplemental Grant									
Maximum - 1.00 ADA, 100% UPP	20%	20%	20%	20%	20%	20%	20%	20%	20%
Grades TK-3	\$ 1,701	\$ 1,701	\$ 1,787	\$ 2,024	\$ 2,188	\$ 2,266	\$ 2,341	\$ 2,416	
Grades 4-6	\$ 1,564	\$ 1,564	\$ 1,643	\$ 1,861	\$ 2,012	\$ 2,083	\$ 2,152	\$ 2,222	
Grades 7-8	\$ 1,610	\$ 1,610	\$ 1,692	\$ 1,916	\$ 2,072	\$ 2,145	\$ 2,216	\$ 2,288	
Grades 9-12	\$ 1,914	\$ 1,914	\$ 2,011	\$ 2,278	\$ 2,463	\$ 2,551	\$ 2,635	\$ 2,720	
Actual - 1.00 ADA, Local UPP as follows:									
Grades TK-3	86.51%	87.79%	90.55%	90.94%	90.34%	90.20%	90.05%	90.04%	
Grades TK-3	\$ 1,471	\$ 1,493	\$ 1,618	\$ 1,840	\$ 1,977	\$ 2,044	\$ 2,108	\$ 2,176	
Grades 4-6	\$ 1,353	\$ 1,373	\$ 1,488	\$ 1,692	\$ 1,818	\$ 1,879	\$ 1,938	\$ 2,001	
Grades 7-8	\$ 1,393	\$ 1,413	\$ 1,532	\$ 1,742	\$ 1,872	\$ 1,935	\$ 1,996	\$ 2,060	
Grades 9-12	\$ 1,656	\$ 1,681	\$ 1,821	\$ 2,072	\$ 2,225	\$ 2,301	\$ 2,373	\$ 2,449	
Concentration Grant (>55% population)									
Maximum - 1.00 ADA, 100% UPP	50%	50%	65%	65%	65%	65%	65%	65%	65%
Grades TK-3	\$ 4,252	\$ 4,252	\$ 5,808	\$ 6,577	\$ 7,112	\$ 7,364	\$ 7,608	\$ 7,853	
Grades 4-6	\$ 3,909	\$ 3,909	\$ 5,340	\$ 6,048	\$ 6,539	\$ 6,770	\$ 6,995	\$ 7,221	
Grades 7-8	\$ 4,025	\$ 4,025	\$ 5,498	\$ 6,227	\$ 6,733	\$ 6,972	\$ 7,203	\$ 7,435	
Grades 9-12	\$ 4,786	\$ 4,786	\$ 6,537	\$ 7,404	\$ 8,006	\$ 8,289	\$ 8,564	\$ 8,841	
Actual - 1.00 ADA, Local UPP >55% as follows:									
Grades TK-3	31.5100%	32.7900%	35.5500%	35.9400%	35.3400%	35.2000%	35.0500%	35.0400%	
Grades TK-3	\$ 1,340	\$ 1,394	\$ 2,065	\$ 2,364	\$ 2,513	\$ 2,592	\$ 2,667	\$ 2,752	
Grades 4-6	\$ 1,232	\$ 1,282	\$ 1,898	\$ 2,174	\$ 2,311	\$ 2,383	\$ 2,452	\$ 2,530	
Grades 7-8	\$ 1,268	\$ 1,320	\$ 1,954	\$ 2,238	\$ 2,380	\$ 2,454	\$ 2,525	\$ 2,605	
Grades 9-12	\$ 1,508	\$ 1,569	\$ 2,324	\$ 2,661	\$ 2,829	\$ 2,918	\$ 3,002	\$ 3,098	

Oxnard (72538) - FY 2022-23 Second Interim	v.23.2c	PY1	v.23.2c	1/31/2023	CY	v.23.2c	CY1					
LOCAL CONTROL FUNDING FORMULA												
LCFF ENTITLEMENT CALCULATION												
	COLA & Augmentation	Base Grant Proration	Unduplicated Pupil Percentage			COLA & Augmentation	Base Grant Proration	Unduplicated Pupil Percentage				
Calculation Factors	5.07%	0.00%	90.55%	90.55%		8.13%	0.00%	90.34%	90.34%			
	ADA	Base	Grade Span	Supplemental	Concentration	Total	ADA	Base	Grade Span	Supplemental	Concentration	Total
Grades TK-3	6,519.22	\$ 8,093	\$ 842	\$ 1,618	\$ 2,065	\$ 82,258,143	6,261.17	\$ 9,166	\$ 953	\$ 1,840	\$ 2,364	\$ 89,680,887
Grades 4-6	5,179.43	8,215		1,488	1,898	60,086,628	5,067.68	9,304		1,692	2,174	66,739,921
Grades 7-8	3,525.74	8,458		1,532	1,954	42,112,111	3,462.85	9,580		1,742	2,238	46,957,611
Grades 9-12	-	9,802	255	1,821	2,324	-	-	11,102	289	2,072	2,661	-
Subtract Necessary Small School ADA and Funding	-	-	-	-	-	-	-	-	-	-	-	-
Total Base, Supplemental, and Concentration Grant		\$125,129,811	\$ 5,489,186	\$ 23,655,100	\$ 30,182,785	\$184,456,882		\$137,713,682	\$ 5,966,895	\$ 26,132,623	\$ 33,565,219	\$203,378,419
NSS Allowance	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL BASE	15,224.39	\$125,129,811	\$ 5,489,186	\$ 23,655,100	\$ 30,182,785	\$184,456,882	14,791.70	\$137,713,682	\$ 5,966,895	\$ 26,132,623	\$ 33,565,219	\$203,378,419
ADD ONS:												
Targeted Instructional Improvement Block Grant						\$ 500,077						\$ 500,077
Home-to-School Transportation (COLA added commencing 2023-24)						1,209,393						1,209,393
Small School District Bus Replacement Program (COLA added commencing 2023-24)						-						-
Transitional Kindergarten (Commencing 2022-23)						-						1,346,217
ECONOMIC RECOVERY TARGET PAYMENT						\$ 186,166,352						\$ 206,434,106
LCFF ENTITLEMENT												\$ 211,378,526
STATE AID CALCULATION												
Miscellaneous Adjustments						-						-
Adjusted LCFF Entitlement						186,166,352						206,434,106
Local Revenue (including RDA)						(28,383,672)						(28,383,672)
Gross State Aid						\$157,782,680						\$178,050,434
MINIMUM STATE AID CALCULATION												
		12-13 Rate	2021-22 ADA		N/A			12-13 Rate	2022-23 ADA		N/A	
2012-13 RL/Charter Gen BG adjusted for ADA		\$ 5,081.77	15,224.39		\$ 77,366,871			\$ 5,081.77	14,791.70		\$ 75,168,017	
2012-13 NSS Allowance (deficit)		-	-		-			-	-		-	
Minimum State Aid Adjustments		-	-		-			-	-		-	
Less Current Year Property Taxes/In-Lieu		-	-		-			-	-		-	
Subtotal State Aid for Historical RL/Charter General BG					(28,383,672)						(28,383,672)	
Categorical funding from 2012-13 net of fair share reduction					48,983,199						48,983,199	
Charter School Categorical Block Grant adjusted for ADA					17,222,074						17,222,074	
Minimum State Aid Guarantee Before Proration Factor					66,205,273						64,006,419	
Proration Factor					0.00%						0.00%	
Minimum State Aid Guarantee					\$ 66,205,273						\$ 64,006,419	
CHARTER SCHOOL MINIMUM STATE AID OFFSET												
LCFF Entitlement					-						-	
Minimum State Aid plus Property Taxes including RDA					-						-	
Offset					-						-	
Minimum State Aid Prior to Offset					-						-	
Total Minimum State Aid with Offset					-						-	
GROSS STATE AID						\$157,782,680					\$178,050,434	
ADDITIONAL STATE AID						\$ -					\$ -	
LCFF Entitlement (before COE transfer, Choice & Charter Supplemental)						\$186,166,352					\$206,434,106	
Change Over Prior Year		10.50%	17,689,227					10.89%	20,267,754			
LCFF Entitlement Per ADA						12,228					13,956	
Per-ADA Change Over Prior Year		10.67%	1,179					14.13%	1,728			
Basic Aid Status (school districts only)						Non-Basic Aid					Non-Basic Aid	
LCFF SOURCES INCLUDING EXCESS TAXES												
		Increase			2021-22			Increase			2022-23	
State Aid	5.99%	5,451,645			\$ 96,442,144		44.06%	42,489,900			\$138,932,044	
Education Protection Account					61,340,536						39,118,590	
Property Taxes Net of In-Lieu Transfers	-2.01%	(582,479)			28,383,672		0.00%	-			28,383,672	
Charter In-Lieu Taxes	0.00%	-			-		0.00%	-			-	
Total LCFF (Excludes Basic Aid Choice and Basic Aid Supplemental Funding)	2.89%	4,869,166			\$186,166,352		22.82%	42,489,900			\$206,434,106	
		Increase			2023-24			Increase			2023-24	
State Aid	31.72%	44,062,810			\$182,994,854		31.72%	44,062,810			\$182,994,854	
Education Protection Account					-						-	
Property Taxes Net of In-Lieu Transfers	0.00%	-			28,383,672		0.00%	-			28,383,672	
Charter In-Lieu Taxes	0.00%	-			-		0.00%	-			-	
Total LCFF (Excludes Basic Aid Choice and Basic Aid Supplemental Funding)	21.34%	44,062,810			\$211,378,526		21.34%	44,062,810			\$211,378,526	

Oxnard (72538) - FY 2022-23 Second Interim	v.23.2c	CY2	v.23.2c	CY3
LOCAL CONTROL FUNDING FORMULA		2024-25		2025-26
LCFF ENTITLEMENT CALCULATION				
	COLA & Augmentation	Base Grant Proration	Unduplicated Pupil Percentage	
Calculation Factors	3.54%	0.00%	90.20% 90.20%	3.31% 0.00% 90.05% 90.05%
	ADA	Base	Grade Span Supplemental Concentration	ADA Base Grade Span Supplemental Concentration Total
Grades TK-3	5,561.77	\$ 10,262	\$ 1,067 \$ 2,044 \$ 2,592	\$ 88,792,694
Grades 4-6	4,497.80	10,416	1,879 2,383	66,019,731
Grades 7-8	3,156.35	10,726	1,935 2,454	47,708,480
Grades 9-12	-	12,430	323 2,301 2,918	-
Subtract Necessary Small School ADA and Funding	-	-	-	-
Total Base, Supplemental, and Concentration Grant		\$137,778,979	\$ 5,934,408 \$ 25,925,895 \$ 32,881,623	\$202,520,905
NSS Allowance	-	-	-	-
TOTAL BASE	13,215.92	\$137,778,979	\$ 5,934,408 \$ 25,925,895 \$ 32,881,623	\$202,520,905
ADD ONS:				
Targeted Instructional Improvement Block Grant				\$ 500,077
Home-to-School Transportation (COLA added commencing 2023-24)				1,398,828
Small School District Bus Replacement Program (COLA added commencing 2023-24)				-
Transitional Kindergarten (commencing 2022-23)				1,301,447
ECONOMIC RECOVERY TARGET PAYMENT				\$ 205,634,741
LCFF ENTITLEMENT				\$ 204,052,757
STATE AID CALCULATION				
Miscellaneous Adjustments				-
Adjusted LCFF Entitlement				205,634,741
Local Revenue (including RDA)				(28,383,672)
Gross State Aid				\$177,251,069
MINIMUM STATE AID CALCULATION				
		12-13 Rate	2024-25 ADA	N/A
2012-13 RL/Charter Gen BG adjusted for ADA		\$ 5,081.77	13,215.92	\$ 67,160,266
2012-13 NSS Allowance (deficit)				-
Minimum State Aid Adjustments				-
Less Current Year Property Taxes/In-Lieu				(28,383,672)
Subtotal State Aid for Historical RL/Charter General BG				38,776,594
Categorical funding from 2012-13 net of fair share reduction				17,222,074
Charter School Categorical Block Grant adjusted for ADA				-
Minimum State Aid Guarantee Before Proration Factor				55,998,668
Proration Factor			0.00%	-
Minimum State Aid Guarantee				\$ 55,998,668
CHARTER SCHOOL MINIMUM STATE AID OFFSET				
LCFF Entitlement				-
Minimum State Aid plus Property Taxes including RDA				-
Offset				-
Minimum State Aid Prior to Offset				-
Total Minimum State Aid with Offset				-
GROSS STATE AID				\$177,251,069
ADDITIONAL STATE AID				\$ -
LCFF Entitlement (before COE transfer, Choice & Charter Supplemental)				\$204,052,757
Change Over Prior Year		-2.72%	(5,743,785)	
LCFF Entitlement Per ADA				15,560
Per-ADA Change Over Prior Year		3.53%	530	
Basic Aid Status (school districts only)				Non-Basic Aid
LCFF SOURCES INCLUDING EXCESS TAXES				
		Increase	2024-25	Increase 2025-26
State Aid	-3.14%	(5,743,785)	\$177,251,069	-0.89% (1,581,984) \$175,669,085
Education Protection Account			-	-
Property Taxes Net of In-Lieu Transfers	0.00%	-	28,383,672	0.00% - 28,383,672
Charter In-Lieu Taxes	0.00%	-	-	0.00% - -
Total LCFF (Excludes Basic Aid Choice and Basic Aid Supplemental Funding)	-2.72%	(5,743,785)	\$205,634,741	-0.77% (1,581,984) \$204,052,757

2022-23 Estimated Cash Flow Report as of January 31, 2023 - Second Interim Budget

	Actual July	Actual August	Actual Sept	Actual October	Actual November	Actual December	Actual January	Estimated February	Estimated March	Estimated April	Estimated May	Estimated June	Total	Second Interim Budget
Beg Cash Balance	\$92,808,534	\$83,648,458	\$68,741,310	\$81,534,331	\$84,238,697	\$95,653,513	\$123,509,864	\$119,206,313	\$114,051,733	\$119,716,814	\$145,115,203	\$137,573,978		
Revenue:														
State Apportionment*	\$ 7,080,593	\$ 7,080,593	\$ 12,745,068	\$ 12,745,068	\$ 12,745,068	\$ 12,745,068	\$ 12,745,068	\$ 11,500,000	\$ 11,500,000	\$ 11,500,000	\$ 11,500,000	\$ 15,045,518	\$ 138,932,044	\$ 138,932,044
EPA	\$ -	\$ -	\$ 10,064,112	\$ -	\$ -	\$ 10,064,112	\$ -	\$ -	\$ 10,064,112	\$ -	\$ -	\$ 8,926,054	\$ 39,118,390	\$ 39,118,390
Property Tax	\$ 315,445	\$ 6,473	\$ 126,942	\$ -	\$ 979,372	\$ 15,430,441	\$ 1,610,399	\$ 56,657	\$ 61,844	\$ 10,261,234	\$ 163,924	\$ (629,058)	\$ 28,383,672	\$ 28,383,672
Apportionment Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (8,500,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (8,500,000)	\$ (8,500,000)
Federal	\$ 2,658,519	\$ 335,797	\$ 3,580,405	\$ 4,790,000	\$ 1,097,645	\$ 345,610	\$ 1,780,130	\$ 1,200,000	\$ 1,226,903	\$ 8,163,387	\$ 3,200,000	\$ 8,874,137	\$ 37,252,533	\$ 37,252,533
Other State	\$ 1,324,975	\$ 1,332,875	\$ 4,130,887	\$ 2,387,147	\$ 18,237,991	\$ 6,232,122	\$ 7,958,364	\$ 2,334,200	\$ 5,123,745	\$ 19,331,589	\$ 2,331,589	\$ 8,239,793	\$ 78,965,277	\$ 78,965,277
Local	\$ 1,490,710	\$ 732,960	\$ 1,301,061	\$ 1,747,608	\$ 1,349,815	\$ 1,501,140	\$ 1,519,513	\$ 981,531	\$ 978,420	\$ 980,506	\$ 961,287	\$ 1,189,196	\$ 14,733,746	\$ 14,733,746
Interfund Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,459	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenue	\$ 12,870,242	\$ 9,488,698	\$ 31,948,474	\$ 21,669,823	\$ 34,409,892	\$ 46,318,493	\$ 17,125,932	\$ 16,072,388	\$ 28,955,024	\$ 50,236,717	\$ 18,156,799	\$ 41,645,640	\$ 328,885,662	\$ 328,885,662
Expenditures:														
Certificated Salaries	\$ 248,195	\$ 10,295,907	\$ 8,418,275	\$ 8,362,578	\$ 8,528,757	\$ 9,184,850	\$ 8,614,386	\$ 8,600,000	\$ 8,800,000	\$ 8,800,000	\$ 8,800,000	\$ 14,779,642	\$ 103,432,590	\$ 103,432,590
Classified Salaries	\$ 2,001,487	\$ 4,894,471	\$ 4,701,352	\$ 3,026,996	\$ 2,959,446	\$ 2,932,243	\$ 2,882,049	\$ 2,990,000	\$ 2,990,000	\$ 2,990,000	\$ 2,990,000	\$ 2,698,798	\$ 38,056,844	\$ 38,056,844
Benefits	\$ 797,989	\$ 5,134,189	\$ 4,947,171	\$ 4,619,295	\$ 4,662,827	\$ 4,659,641	\$ 4,630,078	\$ 4,750,000	\$ 4,750,000	\$ 4,750,000	\$ 4,750,000	\$ 6,625,431	\$ 55,076,621	\$ 55,076,621
Books & Supplies	\$ 58,411	\$ 2,050,819	\$ 682,130	\$ 751,364	\$ 493,313	\$ 366,207	\$ 1,279,399	\$ 1,082,595	\$ 2,190,033	\$ 3,060,586	\$ 3,507,348	\$ 3,190,996	\$ 18,713,202	\$ 18,713,202
Services & Operating	\$ 717,069	\$ 3,638,719	\$ 2,503,167	\$ 1,722,827	\$ 3,359,578	\$ 2,148,931	\$ 4,591,489	\$ 3,908,643	\$ 4,910,540	\$ 5,572,081	\$ 4,635,539	\$ 14,989,126	\$ 52,697,709	\$ 52,697,709
Capital Outlay	\$ -	\$ -	\$ 13,269	\$ -	\$ 35,162	\$ -	\$ 155,217	\$ 75,000	\$ 188,000	\$ 206,892	\$ 363,568	\$ 3,298,370	\$ 4,335,478	\$ 4,335,478
Other Outgo	\$ 23,880	\$ 23,880	\$ 42,984	\$ 42,984	\$ 52,899	\$ 42,984	\$ 45,528	\$ 446,030	\$ 86,769	\$ 86,769	\$ 126,769	\$ 961,839	\$ 1,983,315	\$ 1,983,315
Total Expenses	\$ 3,847,032	\$ 26,037,984	\$ 21,308,348	\$ 18,526,044	\$ 20,091,982	\$ 19,334,857	\$ 22,198,146	\$ 21,852,268	\$ 23,915,343	\$ 25,466,328	\$ 25,173,225	\$ 46,544,202	\$ 274,295,759	\$ 274,295,759
Net Monthly	\$ 9,023,210	\$ (16,549,286)	\$ 10,640,126	\$ 3,143,779	\$ 14,317,910	\$ 26,983,636	\$ (5,072,214)	\$ (5,779,880)	\$ 5,039,681	\$ 24,770,389	\$ (7,016,425)	\$ (4,898,562)		
Prior Year Transactions:														
PY Audit Adjustment														
Accounts Receivable	\$ 2,482,646	\$ 1,177,784	\$ 1,269,236	\$ 24,515	\$ 257,917	\$ (27,647)	\$ 2,089	\$ -	\$ -	\$ 2,900	\$ (10,200)	\$ 620,500	\$ 5,799,739	\$ -
Accounts Payable*	\$ 20,665,931	\$ (464,353)	\$ (883,659)	\$ 463,927	\$ 3,161,010	\$ (900,362)	\$ (766,574)	\$ (625,300)	\$ (625,400)	\$ (625,100)	\$ 514,600	\$ (2,985,425)	\$ 16,929,294	\$ -
Net Prior Year	\$ (18,183,285)	\$ 1,642,137	\$ 2,152,895	\$ (439,412)	\$ (2,903,093)	\$ 872,715	\$ 768,663	\$ 625,300	\$ 625,400	\$ 628,000	\$ (524,800)	\$ 3,605,925	\$ (11,129,555)	\$ -
Net Monthly Increase/(Decrease)*	\$ (9,160,075)	\$ (14,907,148)	\$ 12,793,021	\$ 2,704,366	\$ 11,414,816	\$ 27,856,351	\$ (4,303,551)	\$ (5,154,580)	\$ 5,665,081	\$ 25,398,389	\$ (7,541,225)	\$ (1,292,637)		
Tran Activity	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ending Cash	\$83,648,458	\$68,741,310	\$81,534,331	\$84,238,697	\$95,653,513	\$123,509,864	\$119,206,313	\$114,051,733	\$119,716,814	\$145,115,203	\$137,573,978	\$136,281,340		

**2022-23 General Fund Balance Summary Comparison
Explanation of Changes from First Interim Budget**

Revenue:

Object	1st Interim	2nd Interim	Difference	Explanation
8010-8099	\$ 197,484,308	\$ 197,934,106	\$ 449,798	Increase LCFF Revenue due to increase in TK ADA.
8100-8299	\$ 37,252,533	\$ 37,252,533	\$ -	
8300-8599	\$ 79,942,269	\$ 78,965,277	\$ (976,992)	Decrease due to estimated reduction in Arts, Music, & Instructional Materials Grant per Governor's Budget Proposal; off-set with increase to Home To School Transportation Funds.
8600-8799	\$ 14,706,388	\$ 14,733,746	\$ 27,358	Increase due to Local Donation Revenue.

Expenditures:

Object	1st Interim	2nd Interim	Difference	Explanation
1000-1999	\$ 103,636,142	\$ 103,432,590	\$ (203,552)	Decrease due to budget transfer from salaries to services for Special Ed Learning Recovery Program; and off-set with increase in Banking Time Stipends.
2000-2999	\$ 38,734,211	\$ 38,056,844	\$ (677,367)	Decrease in Classified Salaries Budget to account for unfilled vacancies.
3000-3999	\$ 55,582,582	\$ 55,076,621	\$ (505,961)	Decrease in employee benefits due to decreases in certificated and classified salaries.
4000-4999	\$ 17,442,314	\$ 18,713,202	\$ 1,270,888	Increases in planned expenditures for Expanded Learning Opportunity Program and Special Education one time funds.
5000-5999	\$ 47,287,931	\$ 52,697,709	\$ 5,409,778	Increase in planned expenditures for Special Education services to utilize one time funds; and increases in Attorney Fees and Utilities.
6000-6999	\$ 4,363,323	\$ 4,335,478	\$ (27,845)	Decrease in expenditures for Child Nutrition Kitchen Infrastructure Equipment program; off-set with increase in Board Room facility upgrades.
7100-7499	\$ 2,301,660	\$ 2,301,660	\$ -	
7300-7399	\$ (426,868)	\$ (318,345)	\$ 108,523	Increase in Indirect Costs due to overall increase of expenditures.
7600-7629	\$ -	\$ -	\$ -	
8980-8999	\$ (45,367,885)	\$ (44,795,147)	\$ (572,738)	Decrease in General Fund Contribution to Special Education.

2022-23 Second Interim
General Fund
Unrestricted (Resources 0000-1999)
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	189,385,327.00	197,464,308.00	107,983,821.86	197,934,106.00	469,798.00	0.2%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	2,764,041.00	2,764,041.00	1,746,171.74	4,664,041.00	1,900,000.00	68.7%
4) Other Local Revenue		8600-8799	1,429,394.00	1,522,733.00	2,141,356.47	1,523,233.00	500.00	0.0%
5) TOTAL, REVENUES			193,578,762.00	201,751,082.00	111,871,350.07	204,121,380.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	71,376,112.00	73,460,118.00	39,047,335.02	74,054,891.00	(594,773.00)	-0.8%
2) Classified Salaries		2000-2999	17,061,288.00	21,894,224.00	12,972,539.27	21,536,799.00	357,425.00	1.6%
3) Employee Benefits		3000-3999	35,657,060.00	36,286,453.00	20,340,018.85	36,270,785.00	15,668.00	0.0%
4) Books and Supplies		4000-4999	8,100,022.00	10,660,814.00	2,243,513.79	9,932,723.00	728,091.00	6.8%
5) Services and Other Operating Expenditures		5000-5999	16,707,508.00	18,172,449.00	10,063,491.06	19,537,374.00	(1,364,925.00)	-7.5%
6) Capital Outlay		6000-6999	10,000.00	44,987.00	5,949.50	117,142.00	(72,155.00)	-160.4%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	520,000.00	520,000.00	262,680.00	520,000.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(1,804,976.00)	(3,442,430.00)	(23,042.57)	(3,253,768.00)	(188,662.00)	5.5%
9) TOTAL, EXPENDITURES			147,627,014.00	157,596,615.00	84,912,484.92	158,715,946.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)								
			45,951,748.00	44,154,467.00	26,958,865.15	45,405,434.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(44,522,969.00)	(45,367,885.00)	(8,100,000.00)	(44,795,147.00)	572,738.00	-1.3%
4) TOTAL, OTHER FINANCING SOURCES/USES			(44,522,969.00)	(45,367,885.00)	(8,100,000.00)	(44,795,147.00)		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)								
			1,428,779.00	(1,213,418.00)	18,858,865.15	610,287.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	75,490,110.00	59,638,178.00		59,638,178.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			75,490,110.00	59,638,178.00		59,638,178.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			75,490,110.00	59,638,178.00		59,638,178.00		
2) Ending Balance, June 30 (E + F1e)			76,918,889.00	58,424,760.00		60,248,465.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	20,000.00	20,000.00		20,000.00		
Stores		9712	100,000.00	100,000.00		100,000.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
b) Restricted		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	52,432,152.00	31,324,805.00		32,698,889.00		
Student Transportation Bus Replacement	0000	9760	1,000,000.00					
Technology Device Refresh	0000	9760	3,000,000.00					
Instructional Materials Adoptions	0000	9760	2,000,000.00					
Building Maintenance One-Time Funds	0000	9760	1,564,000.00					
Pandemic Learning and Recovery	0000	9760	20,501,415.00					
Financial Stability Reserve	0000	9760	24,366,737.00					
Student Transportation Bus Replacement	0000	9760		1,000,000.00				
Technology Device Refresh	0000	9760		3,000,000.00				
Instructional Materials Adoptions	0000	9760		2,000,000.00				
Building Maintenance One-Time Funds	0000	9760		1,564,000.00				
Financial Stability Reserve	0000	9760		23,760,805.00				
Student Transportation Bus Replacement	0000	9760				1,000,000.00		
Technology Device Refresh	0000	9760				3,000,000.00		
Instructional Materials Adoptions	0000	9760				2,000,000.00		
Building Maintenance One-Time Funds	0000	9760				1,564,000.00		
Financial Stability Reserve	0000	9760				25,134,889.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	24,366,737.00	26,979,955.00		27,429,576.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
LCFF SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	126,198,909.00	138,462,246.00	77,886,526.00	138,932,044.00	469,798.00	0.3%
Education Protection Account State Aid - Current Year		8012	36,375,527.00	39,118,390.00	20,128,224.00	39,118,390.00	0.00	0.0%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions								
Homeowners' Exemptions		8021	158,930.00	158,930.00	85,777.56	158,930.00	0.00	0.0%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	6,396.00	6,396.00	5,677.41	6,396.00	0.00	0.0%
County & District Taxes								
Secured Roll Taxes		8041	24,720,431.00	25,842,227.00	14,917,552.97	25,842,227.00	0.00	0.0%
Unsecured Roll Taxes		8042	523,350.00	523,350.00	506,069.41	523,350.00	0.00	0.0%
Prior Years' Taxes		8043	82,320.00	82,320.00	89,399.20	82,320.00	0.00	0.0%
Supplemental Taxes		8044	663,333.00	663,333.00	560,385.61	663,333.00	0.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	243,715.00	243,715.00	1,349,470.47	243,715.00	0.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	1,912,416.00	863,401.00	954,739.23	863,401.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			190,885,327.00	205,964,308.00	116,483,821.86	206,434,106.00	469,798.00	0.2%
LCFF Transfers								
Unrestricted LCFF								
Transfers - Current Year	0000	8091	(1,500,000.00)	(8,500,000.00)	(8,500,000.00)	(8,500,000.00)	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			189,385,327.00	197,464,308.00	107,983,821.86	197,934,106.00	469,798.00	0.2%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.00	0.00		
Special Education Discretionary Grants		8182	0.00	0.00	0.00	0.00		
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00		
Donated Food Commodities		8221	0.00	0.00	0.00	0.00		
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00		
Title I, Part A, Basic	3010	8290						
Title I, Part D, Local Delinquent Programs	3025	8290						
Title II, Part A, Supporting Effective Instruction	4035	8290						
Title III, Part A, Immigrant Student Program	4201	8290						
Title III, Part A, English Learner Program	4203	8290						
Public Charter Schools Grant Program (PCSGP)	4610	8290						
Other NCLB / Every Student Succeeds Act	3040, 3060, 3061, 3110, 3150, 3155, 3180, 3182, 4037, 4123, 4124, 4126, 4127, 4128, 5630	8290						
Career and Technical Education	3500-3599	8290						
All Other Federal Revenue	All Other	8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Other State Apportionments								

2022-23 Second Interim
General Fund
Unrestricted (Resources 0000-1999)
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
ROC/P Entitlement								
Prior Years	6360	8319						
Special Education Master Plan								
Current Year	6500	8311						
Prior Years	6500	8319						
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00		
Mandated Costs Reimbursements		8550	502,729.00	502,729.00	457,324.00	502,729.00	0.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	2,251,312.00	2,251,312.00	1,263,767.84	2,251,312.00	0.00	0.0%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00		
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590						
Charter School Facility Grant	6030	8590						
Career Technical Education Incentive Grant Program	6387	8590						
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590						
California Clean Energy Jobs Act	6230	8590						
Specialized Secondary	7370	8590						
American Indian Early Childhood Education	7210	8590						
All Other State Revenue	All Other	8590	10,000.00	10,000.00	25,079.90	1,910,000.00	1,900,000.00	19,000.0%
TOTAL, OTHER STATE REVENUE			2,764,041.00	2,764,041.00	1,746,171.74	4,664,041.00	1,900,000.00	68.7%
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00		
Unsecured Roll		8616	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00		
Supplemental Taxes		8618	0.00	0.00	0.00	0.00		
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00		
Sales								
Sale of Equipment/Supplies		8631	2,000.00	2,000.00	3,795.50	2,000.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Leases and Rentals		8650	155,000.00	155,000.00	178,100.57	155,000.00	0.00	0.0%
Interest		8660	180,000.00	180,000.00	320,157.86	180,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00		
All Other Local Revenue		8699	1,092,394.00	1,185,733.00	1,639,302.54	1,186,233.00	500.00	0.0%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791						
From County Offices	6500	8792						
From JPAs	6500	8793						
ROC/P Transfers								
From Districts or Charter Schools	6360	8791						
From County Offices	6360	8792						
From JPAs	6360	8793						
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,429,394.00	1,522,733.00	2,141,356.47	1,523,233.00	500.00	0.0%
TOTAL, REVENUES			193,578,762.00	201,751,082.00	111,871,350.07	204,121,380.00	2,370,298.00	1.2%
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	59,470,691.00	62,199,780.00	31,887,036.90	62,832,851.00	(633,071.00)	-1.0%
Certificated Pupil Support Salaries		1200	5,839,043.00	4,676,131.00	3,507,789.46	4,592,905.00	83,226.00	1.8%
Certificated Supervisors' and Administrators' Salaries		1300	6,043,378.00	6,553,304.00	3,661,037.44	6,599,428.00	(46,124.00)	-0.7%
Other Certificated Salaries		1900	23,000.00	30,903.00	(8,528.78)	29,707.00	1,196.00	3.9%
TOTAL, CERTIFICATED SALARIES			71,376,112.00	73,460,118.00	39,047,335.02	74,054,891.00	(594,773.00)	-0.8%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	1,188,546.00	2,287,482.00	1,014,479.84	2,229,757.00	57,725.00	2.5%
Classified Support Salaries		2200	1,464,146.00	4,224,893.00	2,662,463.87	4,239,613.00	(14,720.00)	-0.3%
Classified Supervisors' and Administrators' Salaries		2300	1,625,842.00	1,829,347.00	1,067,164.94	1,759,202.00	70,145.00	3.8%
Clerical, Technical and Office Salaries		2400	8,257,010.00	8,793,088.00	5,554,380.07	8,649,147.00	143,941.00	1.6%
Other Classified Salaries		2900	4,525,744.00	4,759,414.00	2,674,050.55	4,659,080.00	100,334.00	2.1%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
TOTAL, CLASSIFIED SALARIES			17,061,288.00	21,894,224.00	12,972,539.27	21,536,799.00	357,425.00	1.6%
EMPLOYEE BENEFITS								
STRS		3101-3102	12,642,805.00	12,764,880.00	6,924,927.37	12,739,797.00	25,083.00	0.2%
PERS		3201-3202	4,800,339.00	5,697,900.00	3,194,741.01	5,585,080.00	112,820.00	2.0%
OASDI/Medicare/Alternative		3301-3302	2,317,869.00	2,709,607.00	1,585,051.82	2,684,883.00	24,724.00	0.9%
Health and Welfare Benefits		3401-3402	10,933,052.00	10,136,744.00	5,924,479.96	10,345,965.00	(209,221.00)	-2.1%
Unemployment Insurance		3501-3502	410,917.00	446,395.00	256,222.56	446,781.00	(386.00)	-0.1%
Workers' Compensation		3601-3602	1,698,338.00	1,654,512.00	927,842.65	1,657,914.00	(3,402.00)	-0.2%
OPEB, Allocated		3701-3702	2,840,521.00	2,874,212.00	1,524,550.36	2,808,162.00	66,050.00	2.3%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	13,219.00	2,203.00	2,203.12	2,203.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			35,657,060.00	36,286,453.00	20,340,018.85	36,270,785.00	15,668.00	0.0%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	2,000,000.00	2,000,000.00	(132,446.94)	1,000,000.00	1,000,000.00	50.0%
Books and Other Reference Materials		4200	888,229.00	926,283.00	41,907.45	712,263.00	214,020.00	23.1%
Materials and Supplies		4300	4,458,768.00	6,977,624.00	1,869,719.48	5,565,326.00	1,412,298.00	20.2%
Noncapitalized Equipment		4400	753,025.00	756,907.00	464,333.80	2,655,134.00	(1,898,227.00)	-250.8%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			8,100,022.00	10,660,814.00	2,243,513.79	9,932,723.00	728,091.00	6.8%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	4,549,190.00	4,549,190.00	1,833,940.10	4,339,700.00	209,490.00	4.6%
Travel and Conferences		5200	447,734.00	627,912.00	208,786.12	702,476.00	(74,564.00)	-11.9%
Dues and Memberships		5300	130,450.00	128,688.00	106,699.63	129,963.00	(1,275.00)	-1.0%
Insurance		5400-5450	1,810,000.00	2,288,368.00	2,287,405.85	2,288,368.00	0.00	0.0%
Operations and Housekeeping Services		5500	3,102,000.00	3,352,500.00	2,280,722.71	3,592,178.00	(239,678.00)	-7.1%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	774,496.00	787,272.00	243,742.26	779,082.00	8,190.00	1.0%
Transfers of Direct Costs		5710	(266,978.00)	(429,075.00)	(25,738.33)	(431,089.00)	2,014.00	-0.5%
Transfers of Direct Costs - Interfund		5750	(139,200.00)	2,410.00	15.16	4,046.00	(1,636.00)	-67.9%
Professional/Consulting Services and Operating Expenditures		5800	5,653,886.00	6,203,233.00	2,872,503.19	7,440,734.00	(1,237,501.00)	-19.9%
Communications		5900	645,930.00	661,951.00	255,414.37	691,916.00	(29,965.00)	-4.5%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			16,707,508.00	18,172,449.00	10,063,491.06	19,537,374.00	(1,364,925.00)	-7.5%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	39,987.00	0.00	93,434.00	(53,447.00)	-133.7%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	10,000.00	5,000.00	5,949.50	23,708.00	(18,708.00)	-374.2%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			10,000.00	44,987.00	5,949.50	117,142.00	(72,155.00)	-160.4%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Tuition for Instruction Under Interdistrict								
Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	20,000.00	20,000.00	0.00	20,000.00	0.00	0.0%
Payments to County Offices		7142	500,000.00	500,000.00	262,680.00	500,000.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221						
To County Offices	6500	7222						
To JPAs	6500	7223						
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221						
To County Offices	6360	7222						
To JPAs	6360	7223						
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			520,000.00	520,000.00	262,680.00	520,000.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	(1,100,748.00)	(3,015,562.00)	(23,042.57)	(2,935,423.00)	(80,139.00)	2.7%
Transfers of Indirect Costs - Interfund		7350	(704,228.00)	(426,868.00)	0.00	(318,345.00)	(108,523.00)	25.4%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(1,804,976.00)	(3,442,430.00)	(23,042.57)	(3,253,768.00)	(188,662.00)	5.5%
TOTAL, EXPENDITURES			147,627,014.00	157,596,615.00	84,912,484.92	158,715,946.00	(1,119,331.00)	-0.7%
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%

2022-23 Second Interim
General Fund
Unrestricted (Resources 0000-1999)
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments								
Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	(44,522,969.00)	(45,367,885.00)	(8,100,000.00)	(44,795,147.00)	572,738.00	-1.3%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(44,522,969.00)	(45,367,885.00)	(8,100,000.00)	(44,795,147.00)	572,738.00	-1.3%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(44,522,969.00)	(45,367,885.00)	(8,100,000.00)	(44,795,147.00)	572,738.00	-1.3%

2022-23 Second Interim
General Fund
Restricted (Resources 2000-9999)
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	18,408,818.00	37,252,533.00	14,588,105.55	37,252,533.00	0.00	0.0%
3) Other State Revenue		8300-8599	17,266,401.00	77,178,228.00	39,858,189.78	73,563,330.00	(3,614,898.00)	-4.7%
4) Other Local Revenue		8600-8799	11,971,999.00	13,183,655.00	7,501,449.20	13,210,513.00	26,858.00	0.2%
5) TOTAL, REVENUES			47,647,218.00	127,614,416.00	61,947,744.53	124,026,376.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	25,932,946.00	30,176,024.00	14,605,613.08	29,377,699.00	798,325.00	2.6%
2) Classified Salaries		2000-2999	16,287,589.00	17,640,920.00	10,425,506.49	16,520,045.00	1,120,875.00	6.4%
3) Employee Benefits		3000-3999	18,374,052.00	19,296,129.00	9,111,171.03	18,805,836.00	490,293.00	2.5%
4) Books and Supplies		4000-4999	7,546,228.00	6,768,587.00	3,438,129.57	8,780,479.00	(2,011,892.00)	-29.7%
5) Services and Other Operating Expenditures		5000-5999	24,360,623.00	29,115,482.00	8,618,288.69	33,160,335.00	(4,044,853.00)	-13.9%
6) Capital Outlay		6000-6999	656,511.00	4,318,336.00	197,698.76	4,218,336.00	100,000.00	2.3%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	1,781,660.00	1,781,660.00	0.00	1,781,660.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	1,100,748.00	3,015,562.00	23,042.57	2,935,423.00	80,139.00	2.7%
9) TOTAL, EXPENDITURES			96,040,357.00	112,112,700.00	46,419,450.19	115,579,813.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(48,393,139.00)	15,501,716.00	15,528,294.34	8,446,563.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	12,458.69	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	12,458.69	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	44,522,969.00	45,367,885.00	8,100,000.00	44,795,147.00	(572,738.00)	-1.3%
4) TOTAL, OTHER FINANCING SOURCES/USES			44,522,969.00	45,367,885.00	8,100,000.00	44,795,147.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(3,870,170.00)	60,869,601.00	23,628,294.34	53,241,710.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	17,866,511.00	23,020,599.00		23,020,599.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		737,906.00	737,906.00	New
c) As of July 1 - Audited (F1a + F1b)			17,866,511.00	23,020,599.00		23,758,505.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			17,866,511.00	23,020,599.00		23,758,505.00		
2) Ending Balance, June 30 (E + F1e)			13,996,341.00	83,890,200.00		77,000,215.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	13,996,341.00	83,890,200.00		77,000,215.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
LCFF SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	0.00	0.00	0.00	0.00		
Education Protection Account State Aid - Current Year		8012	0.00	0.00	0.00	0.00		
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00		
Tax Relief Subventions								
Homeowners' Exemptions		8021	0.00	0.00	0.00	0.00		
Timber Yield Tax		8022	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00		
County & District Taxes								
Secured Roll Taxes		8041	0.00	0.00	0.00	0.00		
Unsecured Roll Taxes		8042	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8043	0.00	0.00	0.00	0.00		
Supplemental Taxes		8044	0.00	0.00	0.00	0.00		
Education Revenue Augmentation Fund (ERAF)		8045	0.00	0.00	0.00	0.00		
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00		
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00		
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00		
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00		
Subtotal, LCFF Sources			0.00	0.00	0.00	0.00		
LCFF Transfers								
Unrestricted LCFF								
Transfers - Current Year	0000	8091						
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00		
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Special Education Entitlement		8181	3,020,889.00	2,961,060.00	(22,259.12)	2,961,060.00	0.00	0.0%
Special Education Discretionary Grants		8182	139,449.00	1,053,416.00	0.00	1,053,416.00	0.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00		
Flood Control Funds		8270	0.00	0.00	0.00	0.00		
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00		
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	4,083,155.00	5,572,054.00	4,050,136.00	5,572,054.00	0.00	0.0%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	350,000.00	919,122.00	368,479.00	919,122.00	0.00	0.0%
Title III, Part A, Immigrant Student Program	4201	8290	0.00	16,630.00	11,016.91	16,630.00	0.00	0.0%
Title III, Part A, English Learner Program	4203	8290	1,173,475.00	1,847,494.00	605,546.00	1,847,494.00	0.00	0.0%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3040, 3060, 3061, 3110, 3150, 3155, 3180, 3182, 4037, 4123, 4124, 4126, 4127, 4128, 5630	8290	515,000.00	922,422.00	288,755.21	922,422.00	0.00	0.0%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	9,126,850.00	23,960,335.00	9,286,431.55	23,960,335.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			18,408,818.00	37,252,533.00	14,588,105.55	37,252,533.00	0.00	0.0%
OTHER STATE REVENUE								
Other State Apportionments								
ROC/P Entitlement								
Prior Years	6360	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Master Plan								
Current Year	6500	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	388,311.00	413,783.00	227,578.00	413,783.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	(2,806.59)	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	0.00	0.00	0.00	0.00		
Lottery - Unrestricted and Instructional Materials		8560	897,762.00	897,762.00	518,584.58	897,762.00	0.00	0.0%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590	3,681,717.00	4,822,718.00	(137,873.10)	4,822,718.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590	0.00	0.00	0.00	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.00	0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	12,298,611.00	71,043,965.00	39,252,706.89	67,429,067.00	(3,614,898.00)	-5.1%
TOTAL, OTHER STATE REVENUE			17,266,401.00	77,178,228.00	39,858,189.78	73,563,330.00	(3,614,898.00)	-4.7%
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.00	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00		
Non-Resident Students		8672	0.00	0.00	0.00	0.00		
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	85,664.00	85,663.32	85,664.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00		
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	676,661.00	571,879.00	542,246.88	598,737.00	26,858.00	4.7%
Tuition		8710	28,772.00	28,772.00	0.00	28,772.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	11,266,566.00	12,497,340.00	6,873,539.00	12,497,340.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			11,971,999.00	13,183,655.00	7,501,449.20	13,210,513.00	26,858.00	0.2%
TOTAL, REVENUES			47,647,218.00	127,614,416.00	61,947,744.53	124,026,376.00	(3,588,040.00)	-2.8%
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	16,074,892.00	16,901,666.00	8,748,685.59	16,172,895.00	728,771.00	4.3%
Certificated Pupil Support Salaries		1200	6,717,687.00	8,999,383.00	3,685,533.57	9,109,284.00	(109,901.00)	-1.2%
Certificated Supervisors' and Administrators' Salaries		1300	1,815,930.00	2,169,627.00	1,227,976.40	2,124,837.00	44,790.00	2.1%
Other Certificated Salaries		1900	1,324,437.00	2,105,348.00	943,417.52	1,970,683.00	134,665.00	6.4%
TOTAL, CERTIFICATED SALARIES			25,932,946.00	30,176,024.00	14,605,613.08	29,377,699.00	798,325.00	2.6%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	8,267,768.00	8,106,890.00	4,200,149.78	7,063,853.00	1,043,037.00	12.9%
Classified Support Salaries		2200	5,161,375.00	6,004,815.00	4,090,011.79	5,705,879.00	298,936.00	5.0%
Classified Supervisors' and Administrators' Salaries		2300	742,364.00	918,870.00	526,463.55	825,261.00	93,609.00	10.2%
Clerical, Technical and Office Salaries		2400	1,811,803.00	2,192,209.00	1,403,435.56	2,263,562.00	(71,353.00)	-3.3%
Other Classified Salaries		2900	304,279.00	418,136.00	205,445.81	661,490.00	(243,354.00)	-58.2%
TOTAL, CLASSIFIED SALARIES			16,287,589.00	17,640,920.00	10,425,506.49	16,520,045.00	1,120,875.00	6.4%
EMPLOYEE BENEFITS								
STRS		3101-3102	4,698,208.00	5,724,872.00	2,532,087.13	5,584,771.00	140,101.00	2.4%
PERS		3201-3202	4,376,546.00	4,645,992.00	2,329,916.94	4,516,571.00	129,421.00	2.8%
OASDI/Medicare/Alternative		3301-3302	1,606,543.00	1,777,135.00	1,035,364.17	1,731,234.00	45,901.00	2.6%
Health and Welfare Benefits		3401-3402	5,183,592.00	5,054,512.00	2,158,113.87	4,961,317.00	93,195.00	1.8%
Unemployment Insurance		3501-3502	201,863.00	230,540.00	121,723.67	224,532.00	6,008.00	2.6%
Workers' Compensation		3601-3602	834,063.00	845,864.00	446,426.24	824,743.00	21,121.00	2.5%
OPEB, Allocated		3701-3702	1,473,237.00	1,017,202.00	487,527.48	962,656.00	54,546.00	5.4%
OPEB, Active Employees		3751-3752	0.00	12.00	11.53	12.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			18,374,052.00	19,296,129.00	9,111,171.03	18,805,836.00	490,293.00	2.5%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	700,000.00	592,955.00	274,043.34	592,955.00	0.00	0.0%
Books and Other Reference Materials		4200	141,163.00	282,715.00	93,930.87	314,916.00	(32,201.00)	-11.4%
Materials and Supplies		4300	6,240,805.00	5,086,471.00	2,045,462.65	6,852,395.00	(1,765,924.00)	-34.7%

2022-23 Second Interim
General Fund
Restricted (Resources 2000-9999)
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Noncapitalized Equipment		4400	434,260.00	795,390.00	1,024,692.71	1,010,571.00	(215,181.00)	-27.1%
Food		4700	30,000.00	11,056.00	0.00	9,642.00	1,414.00	12.8%
TOTAL, BOOKS AND SUPPLIES			7,546,228.00	6,768,587.00	3,438,129.57	8,780,479.00	(2,011,892.00)	-29.7%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	18,035,635.00	16,132,001.00	4,615,731.86	19,362,820.00	(3,230,819.00)	-20.0%
Travel and Conferences		5200	522,333.00	1,014,119.00	161,608.44	873,911.00	140,208.00	13.8%
Dues and Memberships		5300	6,575.00	9,565.00	3,033.00	7,215.00	2,350.00	24.6%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	5,500.00	6,500.00	4,545.00	17,000.00	(10,500.00)	-161.5%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	267,680.00	357,570.00	115,684.82	416,608.00	(59,038.00)	-16.5%
Transfers of Direct Costs		5710	266,978.00	429,075.00	25,738.33	431,089.00	(2,014.00)	-0.5%
Transfers of Direct Costs - Interfund		5750	139,200.00	56,200.00	8,860.00	50,400.00	5,800.00	10.3%
Professional/Consulting Services and Operating Expenditures		5800	5,091,227.00	11,084,057.00	3,289,103.71	11,005,757.00	78,300.00	0.7%
Communications		5900	25,495.00	26,395.00	393,983.53	995,535.00	(969,140.00)	-3,671.7%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			24,360,623.00	29,115,482.00	8,618,288.69	33,160,335.00	(4,044,853.00)	-13.9%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	55,000.00	1,832.04	55,000.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	3,000,000.00	0.00	3,000,000.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	656,511.00	1,263,336.00	195,866.72	1,163,336.00	100,000.00	7.9%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			656,511.00	4,318,336.00	197,698.76	4,218,336.00	100,000.00	2.3%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict								
Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	1,781,660.00	1,781,660.00	0.00	1,781,660.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			1,781,660.00	1,781,660.00	0.00	1,781,660.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	1,100,748.00	3,015,562.00	23,042.57	2,935,423.00	80,139.00	2.7%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			1,100,748.00	3,015,562.00	23,042.57	2,935,423.00	80,139.00	2.7%
TOTAL, EXPENDITURES			96,040,357.00	112,112,700.00	46,419,450.19	115,579,813.00	(3,467,113.00)	-3.1%
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00		
Other Authorized Interfund Transfers In		8919	0.00	0.00	12,458.69	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	12,458.69	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	12,458.69	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	12,458.69	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments								
Emergency Apportionments		8931	0.00	0.00	0.00	0.00		
Proceeds								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	44,522,969.00	45,367,885.00	8,100,000.00	44,795,147.00	(572,738.00)	-1.3%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			44,522,969.00	45,367,885.00	8,100,000.00	44,795,147.00	(572,738.00)	-1.3%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			44,522,969.00	45,367,885.00	8,100,000.00	44,795,147.00	572,738.00	1.3%

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Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	189,385,327.00	197,464,308.00	107,983,821.86	197,934,106.00	469,798.00	0.2%
2) Federal Revenue		8100-8299	18,408,818.00	37,252,533.00	14,588,105.55	37,252,533.00	0.00	0.0%
3) Other State Revenue		8300-8599	20,030,442.00	79,942,269.00	41,604,361.52	78,227,371.00	(1,714,898.00)	-2.1%
4) Other Local Revenue		8600-8799	13,401,393.00	14,706,388.00	9,642,805.67	14,733,746.00	27,358.00	0.2%
5) TOTAL, REVENUES			241,225,980.00	329,365,498.00	173,819,094.60	328,147,756.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	97,309,058.00	103,636,142.00	53,652,948.10	103,432,590.00	203,552.00	0.2%
2) Classified Salaries		2000-2999	33,348,877.00	39,535,144.00	23,398,045.76	38,056,844.00	1,478,300.00	3.7%
3) Employee Benefits		3000-3999	54,031,112.00	55,582,582.00	29,451,189.88	55,076,621.00	505,961.00	0.9%
4) Books and Supplies		4000-4999	15,646,250.00	17,429,401.00	5,681,643.36	18,713,202.00	(1,283,801.00)	-7.4%
5) Services and Other Operating Expenditures		5000-5999	41,068,131.00	47,287,931.00	18,681,779.75	52,697,709.00	(5,409,778.00)	-11.4%
6) Capital Outlay		6000-6999	666,511.00	4,363,323.00	203,648.26	4,335,478.00	27,845.00	0.6%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	2,301,660.00	2,301,660.00	262,680.00	2,301,660.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(704,228.00)	(426,868.00)	0.00	(318,345.00)	(108,523.00)	25.4%
9) TOTAL, EXPENDITURES			243,667,371.00	269,709,315.00	131,331,935.11	274,295,759.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)								
			(2,441,391.00)	59,656,183.00	42,487,159.49	53,851,997.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	12,458.69	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	12,458.69	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)								
			(2,441,391.00)	59,656,183.00	42,487,159.49	53,851,997.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	93,356,621.00	82,658,777.00		82,658,777.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		737,906.00	737,906.00	New
c) As of July 1 - Audited (F1a + F1b)			93,356,621.00	82,658,777.00		83,396,683.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			93,356,621.00	82,658,777.00		83,396,683.00		
2) Ending Balance, June 30 (E + F1e)			90,915,230.00	142,314,960.00		137,248,680.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	20,000.00	20,000.00		20,000.00		
Stores		9712	100,000.00	100,000.00		100,000.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		

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b) Restricted		9740	13,996,341.00	83,890,200.00		77,000,215.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	52,432,152.00	31,324,805.00		32,698,889.00		
Student Transportation Bus Replacement	0000	9760	1,000,000.00					
Technology Device Refresh	0000	9760	3,000,000.00					
Instructional Materials Adoptions	0000	9760	2,000,000.00					
Building Maintenance One-Time Funds	0000	9760	1,564,000.00					
Pandemic Learning and Recovery	0000	9760	20,501,415.00					
Financial Stability Reserve	0000	9760	24,366,737.00					
Student Transportation Bus Replacement	0000	9760		1,000,000.00				
Technology Device Refresh	0000	9760		3,000,000.00				
Instructional Materials Adoptions	0000	9760		2,000,000.00				
Building Maintenance One-Time Funds	0000	9760		1,564,000.00				
Financial Stability Reserve	0000	9760		23,760,805.00				
Student Transportation Bus Replacement	0000	9760				1,000,000.00		
Technology Device Refresh	0000	9760				3,000,000.00		
Instructional Materials Adoptions	0000	9760				2,000,000.00		
Building Maintenance One-Time Funds	0000	9760				1,564,000.00		
Financial Stability Reserve	0000	9760				25,134,889.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	24,366,737.00	26,979,955.00		27,429,576.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
LCFF SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	126,198,909.00	138,462,246.00	77,886,526.00	138,932,044.00	469,798.00	0.3%
Education Protection Account State Aid - Current Year		8012	36,375,527.00	39,118,390.00	20,128,224.00	39,118,390.00	0.00	0.0%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions								
Homeowners' Exemptions		8021	158,930.00	158,930.00	85,777.56	158,930.00	0.00	0.0%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	6,396.00	6,396.00	5,677.41	6,396.00	0.00	0.0%
County & District Taxes								
Secured Roll Taxes		8041	24,720,431.00	25,842,227.00	14,917,552.97	25,842,227.00	0.00	0.0%
Unsecured Roll Taxes		8042	523,350.00	523,350.00	506,069.41	523,350.00	0.00	0.0%
Prior Years' Taxes		8043	82,320.00	82,320.00	89,399.20	82,320.00	0.00	0.0%
Supplemental Taxes		8044	663,333.00	663,333.00	560,385.61	663,333.00	0.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	243,715.00	243,715.00	1,349,470.47	243,715.00	0.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	1,912,416.00	863,401.00	954,739.23	863,401.00	0.00	0.0%

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Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			190,885,327.00	205,964,308.00	116,483,821.86	206,434,106.00	469,798.00	0.2%
LCFF Transfers								
Unrestricted LCFF								
Transfers - Current Year	0000	8091	(1,500,000.00)	(8,500,000.00)	(8,500,000.00)	(8,500,000.00)	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			189,385,327.00	197,464,308.00	107,983,821.86	197,934,106.00	469,798.00	0.2%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	3,020,889.00	2,961,060.00	(22,259.12)	2,961,060.00	0.00	0.0%
Special Education Discretionary Grants		8182	139,449.00	1,053,416.00	0.00	1,053,416.00	0.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	4,083,155.00	5,572,054.00	4,050,136.00	5,572,054.00	0.00	0.0%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	350,000.00	919,122.00	368,479.00	919,122.00	0.00	0.0%
Title III, Part A, Immigrant Student Program	4201	8290	0.00	16,630.00	11,016.91	16,630.00	0.00	0.0%
Title III, Part A, English Learner Program	4203	8290	1,173,475.00	1,847,494.00	605,546.00	1,847,494.00	0.00	0.0%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3040, 3060, 3061, 3110, 3150, 3155, 3180, 3182, 4037, 4123, 4124, 4126, 4127, 4128, 5630	8290	515,000.00	922,422.00	288,755.21	922,422.00	0.00	0.0%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	9,126,850.00	23,960,335.00	9,286,431.55	23,960,335.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			18,408,818.00	37,252,533.00	14,588,105.55	37,252,533.00	0.00	0.0%
OTHER STATE REVENUE								

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Other State Apportionments								
ROC/P Entitlement								
Prior Years	6360	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Master Plan								
Current Year	6500	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	388,311.00	413,783.00	227,578.00	413,783.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	(2,806.59)	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	502,729.00	502,729.00	457,324.00	502,729.00	0.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	3,149,074.00	3,149,074.00	1,782,352.42	3,149,074.00	0.00	0.0%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590	3,681,717.00	4,822,718.00	(137,873.10)	4,822,718.00	0.00	0.0%
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590	0.00	0.00	0.00	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.00	0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	12,308,611.00	71,053,965.00	39,277,786.79	69,339,067.00	(1,714,898.00)	-2.4%
TOTAL, OTHER STATE REVENUE			20,030,442.00	79,942,269.00	41,604,361.52	78,227,371.00	(1,714,898.00)	-2.1%
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	2,000.00	2,000.00	3,795.50	2,000.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%

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All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	155,000.00	155,000.00	178,100.57	155,000.00	0.00	0.0%
Interest		8660	180,000.00	180,000.00	320,157.86	180,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	85,664.00	85,663.32	85,664.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	1,769,055.00	1,757,612.00	2,181,549.42	1,784,970.00	27,358.00	1.6%
Tuition		8710	28,772.00	28,772.00	0.00	28,772.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	11,266,566.00	12,497,340.00	6,873,539.00	12,497,340.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			13,401,393.00	14,706,388.00	9,642,805.67	14,733,746.00	27,358.00	0.2%
TOTAL, REVENUES			241,225,980.00	329,365,498.00	173,819,094.60	328,147,756.00	(1,217,742.00)	-0.4%
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	75,545,583.00	79,101,446.00	40,635,722.49	79,005,746.00	95,700.00	0.1%
Certificated Pupil Support Salaries		1200	12,556,730.00	13,675,514.00	7,193,323.03	13,702,189.00	(26,675.00)	-0.2%
Certificated Supervisors' and Administrators' Salaries		1300	7,859,308.00	8,722,931.00	4,889,013.84	8,724,265.00	(1,334.00)	0.0%
Other Certificated Salaries		1900	1,347,437.00	2,136,251.00	934,888.74	2,000,390.00	135,861.00	6.4%
TOTAL, CERTIFICATED SALARIES			97,309,058.00	103,636,142.00	53,652,948.10	103,432,590.00	203,552.00	0.2%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	9,456,314.00	10,394,372.00	5,214,629.62	9,293,610.00	1,100,762.00	10.6%
Classified Support Salaries		2200	6,625,521.00	10,229,708.00	6,752,475.66	9,945,492.00	284,216.00	2.8%
Classified Supervisors' and Administrators' Salaries		2300	2,368,206.00	2,748,217.00	1,593,628.49	2,584,463.00	163,754.00	6.0%
Clerical, Technical and Office Salaries		2400	10,068,813.00	10,985,297.00	6,957,815.63	10,912,709.00	72,588.00	0.7%

2022-23 Second Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Other Classified Salaries		2900	4,830,023.00	5,177,550.00	2,879,496.36	5,320,570.00	(143,020.00)	-2.8%
TOTAL, CLASSIFIED SALARIES			33,348,877.00	39,535,144.00	23,398,045.76	38,056,844.00	1,478,300.00	3.7%
EMPLOYEE BENEFITS								
STRS		3101-3102	17,341,013.00	18,489,752.00	9,457,014.50	18,324,568.00	165,184.00	0.9%
PERS		3201-3202	9,176,885.00	10,343,892.00	5,524,657.95	10,101,651.00	242,241.00	2.3%
OASDI/Medicare/Alternative		3301-3302	3,924,412.00	4,486,742.00	2,620,415.99	4,416,117.00	70,625.00	1.6%
Health and Welfare Benefits		3401-3402	16,116,644.00	15,191,256.00	8,082,593.83	15,307,282.00	(116,026.00)	-0.8%
Unemployment Insurance		3501-3502	612,780.00	676,935.00	377,946.23	671,313.00	5,622.00	0.8%
Workers' Compensation		3601-3602	2,532,401.00	2,500,376.00	1,374,268.89	2,482,657.00	17,719.00	0.7%
OPEB, Allocated		3701-3702	4,313,758.00	3,891,414.00	2,012,077.84	3,770,818.00	120,596.00	3.1%
OPEB, Active Employees		3751-3752	0.00	12.00	11.53	12.00	0.00	0.0%
Other Employee Benefits		3901-3902	13,219.00	2,203.00	2,203.12	2,203.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			54,031,112.00	55,582,582.00	29,451,189.88	55,076,621.00	505,961.00	0.9%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	2,700,000.00	2,592,955.00	141,596.40	1,592,955.00	1,000,000.00	38.6%
Books and Other Reference Materials		4200	1,029,392.00	1,208,998.00	135,838.32	1,027,179.00	181,819.00	15.0%
Materials and Supplies		4300	10,699,573.00	12,064,095.00	3,915,182.13	12,417,721.00	(353,626.00)	-2.9%
Noncapitalized Equipment		4400	1,187,285.00	1,552,297.00	1,489,026.51	3,665,705.00	(2,113,408.00)	-136.1%
Food		4700	30,000.00	11,056.00	0.00	9,642.00	1,414.00	12.8%
TOTAL, BOOKS AND SUPPLIES			15,646,250.00	17,429,401.00	5,681,643.36	18,713,202.00	(1,283,801.00)	-7.4%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	22,584,825.00	20,681,191.00	6,449,671.96	23,702,520.00	(3,021,329.00)	-14.6%
Travel and Conferences		5200	970,067.00	1,642,031.00	370,394.56	1,576,387.00	65,644.00	4.0%
Dues and Memberships		5300	137,025.00	138,253.00	109,732.63	137,178.00	1,075.00	0.8%
Insurance		5400-5450	1,810,000.00	2,288,368.00	2,287,405.85	2,288,368.00	0.00	0.0%
Operations and Housekeeping Services		5500	3,107,500.00	3,359,000.00	2,285,267.71	3,609,178.00	(250,178.00)	-7.4%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	1,042,176.00	1,144,842.00	359,427.08	1,195,690.00	(50,848.00)	-4.4%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	58,610.00	8,875.16	54,446.00	4,164.00	7.1%
Professional/Consulting Services and Operating Expenditures		5800	10,745,113.00	17,287,290.00	6,161,606.90	18,446,491.00	(1,159,201.00)	-6.7%
Communications		5900	671,425.00	688,346.00	649,397.90	1,687,451.00	(999,105.00)	-145.1%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			41,068,131.00	47,287,931.00	18,681,779.75	52,697,709.00	(5,409,778.00)	-11.4%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	55,000.00	1,832.04	55,000.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	3,039,987.00	0.00	3,093,434.00	(53,447.00)	-1.8%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	666,511.00	1,268,336.00	201,816.22	1,187,044.00	81,292.00	6.4%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			666,511.00	4,363,323.00	203,648.26	4,335,478.00	27,845.00	0.6%
OTHER OUTGO (excluding Transfers of Indirect Costs)								

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Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Tuition								
Tuition for Instruction Under Interdistrict								
Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	20,000.00	20,000.00	0.00	20,000.00	0.00	0.0%
Payments to County Offices		7142	2,281,660.00	2,281,660.00	262,680.00	2,281,660.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			2,301,660.00	2,301,660.00	262,680.00	2,301,660.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	0.00	0.00	0.00	0.00		
Transfers of Indirect Costs - Interfund		7350	(704,228.00)	(426,868.00)	0.00	(318,345.00)	(108,523.00)	25.4%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(704,228.00)	(426,868.00)	0.00	(318,345.00)	(108,523.00)	25.4%
TOTAL, EXPENDITURES			243,667,371.00	269,709,315.00	131,331,935.11	274,295,759.00	(4,586,444.00)	-1.7%
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	12,458.69	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	12,458.69	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%

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Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	12,458.69	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	12,458.69	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments								
Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00		
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00		
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00	0.00	0.0%

Resource	Description	2022-23 Projected Totals
2600	Expanded Learning Opportunities Program	16,019,129.00
3213	Elementary and Secondary School Emergency Relief III (ESSER III) Fund	18,167,863.00
6211	Literacy Coaches and Reading Specialists Grant Program	4,233,943.00
6266	Educator Effectiveness, FY 2021-22	2,427,624.00
6300	Lottery: Instructional Materials	171,815.00
6510	Special Ed: Early Ed Individuals with Exceptional Needs (Infant Program)	122,896.00
6547	Special Education Early Intervention Preschool Grant	1,277,945.00
6762	Arts, Music, and Instructional Materials Discretionary Block Grant	4,207,045.00
7085	Learning Communities for School Success Program	195,606.00
7388	SB 117 COVID-19 LEA Response Funds	256,354.00
7425	Expanded Learning Opportunities (ELO) Grant	364,566.00
7435	Learning Recovery Emergency Block Grant	22,089,076.00
8150	Ongoing & Major Maintenance Account (RMA: Education Code Section 17070.75)	4,843,648.00
9010	Other Restricted Local	2,622,705.00
Total, Restricted Balance		77,000,215.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.00	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.00	0.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.00	0.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	0.00	0.00	0.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.00	0.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
a) As of July 1 - Unaudited		9791	347,241.00	220,754.00		220,754.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			347,241.00	220,754.00		220,754.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			347,241.00	220,754.00		220,754.00		
2) Ending Balance, June 30 (E + F1e)			347,241.00	220,754.00		220,754.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	347,241.00	220,754.00		220,754.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
REVENUES								
Sale of Equipment and Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.00	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	0.00	0.00		
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.00	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101- 3102	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.00	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.00	0.00	0.00	0.0%
CAPITAL OUTLAY								
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.00	0.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
OTHER SOURCES/USES								
SOURCES								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2022-23 Projected Totals
8210	Student Activity Funds	220,754.00
Total, Restricted Balance		220,754.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	2,090,716.00	798,000.00	951,000.33	951,000.00	153,000.00	19.2%
4) Other Local Revenue		8600-8799	2,000.00	2,000.00	3,911.72	8,537.00	6,537.00	326.9%
5) TOTAL, REVENUES			2,092,716.00	800,000.00	954,912.05	959,537.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	154,960.00	9.42	9.00	154,951.00	100.0%
2) Classified Salaries		2000-2999	87,690.00	213,183.00	47,739.07	105,296.00	107,887.00	50.6%
3) Employee Benefits		3000-3999	35,983.00	110,630.00	9,247.59	37,162.00	73,468.00	66.4%
4) Books and Supplies		4000-4999	200,000.00	188,502.00	0.00	10,000.00	178,502.00	94.7%
5) Services and Other Operating Expenditures		5000-5999	1,706,416.00	178,503.00	0.00	0.00	178,503.00	100.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	110,328.00	48,040.00	0.00	8,660.00	39,380.00	82.0%
9) TOTAL, EXPENDITURES			2,140,417.00	893,818.00	56,996.08	161,127.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(47,701.00)	(93,818.00)	897,915.97	798,410.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(47,701.00)	(93,818.00)	897,915.97	798,410.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	723,972.00	630,868.00		630,868.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			723,972.00	630,868.00		630,868.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			723,972.00	630,868.00		630,868.00		
2) Ending Balance, June 30 (E + F1e)			676,271.00	537,050.00		1,429,278.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	676,271.00	537,050.00		1,429,278.00		
c) Committed								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
FEDERAL REVENUE								
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
State Preschool	6105	8590	2,050,716.00	798,000.00	951,000.33	951,000.00	153,000.00	19.2%
All Other State Revenue	All Other	8590	40,000.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			2,090,716.00	798,000.00	951,000.33	951,000.00	153,000.00	19.2%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	2,000.00	2,000.00	3,911.72	8,537.00	6,537.00	326.9%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Child Development Parent Fees		8673	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			2,000.00	2,000.00	3,911.72	8,537.00	6,537.00	326.9%
TOTAL, REVENUES			2,092,716.00	800,000.00	954,912.05	959,537.00		
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	0.00	154,960.00	9.42	9.00	154,951.00	100.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.00	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	154,960.00	9.42	9.00	154,951.00	100.0%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	64,719.00	213,183.00	44,970.78	102,528.00	110,655.00	51.9%
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	11,450.00	0.00	659.76	660.00	(660.00)	New

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Clerical, Technical and Office Salaries		2400	11,521.00	0.00	1,479.74	1,479.00	(1,479.00)	New
Other Classified Salaries		2900	0.00	0.00	628.79	629.00	(629.00)	New
TOTAL, CLASSIFIED SALARIES			87,690.00	213,183.00	47,739.07	105,296.00	107,887.00	50.6%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	29,597.00	2,241.84	2.00	29,595.00	100.0%
PERS		3201-3202	22,247.00	54,048.00	3,363.66	26,669.00	27,379.00	50.7%
OASDI/Medicare/Alternative		3301-3302	6,571.00	18,555.00	2,553.33	8,054.00	10,501.00	56.6%
Health and Welfare Benefits		3401-3402	3,906.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	430.00	1,841.00	238.20	526.00	1,315.00	71.4%
Workers' Compensation		3601-3602	1,739.00	6,589.00	850.56	1,911.00	4,678.00	71.0%
OPEB, Allocated		3701-3702	1,090.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			35,983.00	110,630.00	9,247.59	37,162.00	73,468.00	66.4%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	200,000.00	188,502.00	0.00	10,000.00	178,502.00	94.7%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			200,000.00	188,502.00	0.00	10,000.00	178,502.00	94.7%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	2,500.00	0.00	0.00	0.00	0.00	0.0%
Dues and Memberships		5300	5,000.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	1,695,916.00	178,503.00	0.00	0.00	178,503.00	100.0%
Communications		5900	3,000.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			1,706,416.00	178,503.00	0.00	0.00	178,503.00	100.0%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs - Interfund		7350	110,328.00	48,040.00	0.00	8,660.00	39,380.00	82.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			110,328.00	48,040.00	0.00	8,660.00	39,380.00	82.0%
TOTAL, EXPENDITURES			2,140,417.00	893,818.00	56,996.08	161,127.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: General Fund		8911	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2022-23 Projected Totals
6105	Child Development: California State Preschool Program	892,228.00
6130	Child Development: Center-Based Reserve Account	310,706.00
9010	Other Restricted Local	226,344.00
Total, Restricted Balance		1,429,278.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	9,505,830.00	8,900,823.00	2,627,476.32	9,169,038.00	268,215.00	3.0%
3) Other State Revenue		8300-8599	2,091,394.00	2,332,976.00	839,829.04	2,261,529.00	(71,447.00)	-3.1%
4) Other Local Revenue		8600-8799	16,000.00	23,183.00	56,937.59	55,339.00	32,156.00	138.7%
5) TOTAL, REVENUES			11,613,224.00	11,256,982.00	3,524,242.95	11,485,906.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	3,720,026.00	4,115,320.00	2,216,652.73	3,793,171.00	322,149.00	7.8%
3) Employee Benefits		3000-3999	1,652,362.00	1,615,323.00	894,123.04	1,521,471.00	93,852.00	5.8%
4) Books and Supplies		4000-4999	6,225,107.00	5,959,672.00	1,697,993.46	6,005,141.00	(45,469.00)	-0.8%
5) Services and Other Operating Expenditures		5000-5999	161,002.00	125,418.00	70,853.57	125,021.00	397.00	0.3%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	593,900.00	378,828.00	0.00	309,685.00	69,143.00	18.3%
9) TOTAL, EXPENDITURES			12,352,397.00	12,194,561.00	4,879,622.80	11,754,489.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(739,173.00)	(937,579.00)	(1,355,379.85)	(268,583.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(739,173.00)	(937,579.00)	(1,355,379.85)	(268,583.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	2,044,202.00	6,126,449.00		6,126,449.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,044,202.00	6,126,449.00		6,126,449.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,044,202.00	6,126,449.00		6,126,449.00		
2) Ending Balance, June 30 (E + F1e)			1,305,029.00	5,188,870.00		5,857,866.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	1,305,029.00	5,188,870.00		5,857,866.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
FEDERAL REVENUE								
Child Nutrition Programs		8220	8,636,871.00	8,031,864.00	2,627,476.32	8,300,079.00	268,215.00	3.3%
Donated Food Commodities		8221	868,959.00	868,959.00	0.00	868,959.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			9,505,830.00	8,900,823.00	2,627,476.32	9,169,038.00	268,215.00	3.0%
OTHER STATE REVENUE								
Child Nutrition Programs		8520	2,091,394.00	2,332,976.00	839,829.04	2,261,529.00	(71,447.00)	-3.1%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			2,091,394.00	2,332,976.00	839,829.04	2,261,529.00	(71,447.00)	-3.1%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	5,147.00	37,303.78	37,303.00	32,156.00	624.8%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	16,000.00	16,000.00	17,469.72	16,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	2,036.00	2,164.09	2,036.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			16,000.00	23,183.00	56,937.59	55,339.00	32,156.00	138.7%
TOTAL, REVENUES			11,613,224.00	11,256,982.00	3,524,242.95	11,485,906.00		
CERTIFICATED SALARIES								
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.00	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Support Salaries		2200	3,352,317.00	3,736,648.00	1,981,863.22	3,394,042.00	342,606.00	9.2%
Classified Supervisors' and Administrators' Salaries		2300	232,038.00	233,071.00	136,827.54	227,380.00	5,691.00	2.4%
Clerical, Technical and Office Salaries		2400	135,671.00	145,601.00	97,961.97	171,749.00	(26,148.00)	-18.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			3,720,026.00	4,115,320.00	2,216,652.73	3,793,171.00	322,149.00	7.8%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	936,610.00	996,139.00	501,171.88	953,394.00	42,745.00	4.3%
OASDI/Medicare/Alternative		3301-3302	278,000.00	307,602.00	165,831.74	283,420.00	24,182.00	7.9%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Health and Welfare Benefits		3401-3402	271,359.00	148,347.00	142,004.49	138,104.00	10,243.00	6.9%
Unemployment Insurance		3501-3502	18,170.00	20,105.00	10,834.89	18,528.00	1,577.00	7.8%
Workers' Compensation		3601-3602	74,069.00	73,547.00	39,479.74	67,795.00	5,752.00	7.8%
OPEB, Allocated		3701-3702	74,154.00	69,583.00	34,800.30	60,230.00	9,353.00	13.4%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			1,652,362.00	1,615,323.00	894,123.04	1,521,471.00	93,852.00	5.8%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	1,198,038.00	629,957.00	155,478.93	396,393.00	233,564.00	37.1%
Noncapitalized Equipment		4400	114,160.00	35,786.00	0.00	2,500.00	33,286.00	93.0%
Food		4700	4,912,909.00	5,293,929.00	1,542,514.53	5,606,248.00	(312,319.00)	-5.9%
TOTAL, BOOKS AND SUPPLIES			6,225,107.00	5,959,672.00	1,697,993.46	6,005,141.00	(45,469.00)	-0.8%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	16,300.00	15,219.00	912.49	6,394.00	8,825.00	58.0%
Dues and Memberships		5300	3,000.00	3,062.00	3,006.27	4,150.00	(1,088.00)	-35.5%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	17,000.00	39,316.00	13,922.00	39,362.00	(46.00)	-0.1%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	27,751.00	28,250.00	2,810.25	30,880.00	(2,630.00)	-9.3%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	(58,610.00)	(8,875.16)	(54,446.00)	(4,164.00)	7.1%
Professional/Consulting Services and Operating Expenditures		5800	96,200.00	96,738.00	58,778.00	97,238.00	(500.00)	-0.5%
Communications		5900	751.00	1,443.00	299.72	1,443.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			161,002.00	125,418.00	70,853.57	125,021.00	397.00	0.3%
CAPITAL OUTLAY								
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs - Interfund		7350	593,900.00	378,828.00	0.00	309,685.00	69,143.00	18.3%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			593,900.00	378,828.00	0.00	309,685.00	69,143.00	18.3%
TOTAL, EXPENDITURES			12,352,397.00	12,194,561.00	4,879,622.80	11,754,489.00		
INTERFUND TRANSFERS								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS IN								
From: General Fund		8916	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2022-23 Projected Totals
5310	Child Nutrition: School Programs (e.g., School Lunch, School Breakfast, Milk, Pregnant & Lactating Students)	617,699.00
5320	Child Nutrition: Child Care Food Program (CCFP) Claims-Centers and Family Day Care Homes (Meal Reimbursements)	141,078.00
5330	Child Nutrition: Summer Food Service Program Operations	4,757,590.00
5466	Child Nutrition: Supply Chain Assistance (SCA) Funds	341,499.00
Total, Restricted Balance		5,857,866.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	1,500,000.00	8,500,000.00	8,500,000.00	8,500,000.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	5,000.00	5,000.00	4,839.44	5,000.00	0.00	0.0%
5) TOTAL, REVENUES			1,505,000.00	8,505,000.00	8,504,839.44	8,505,000.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	88,000.00	88,000.00	0.00	2,644,157.00	(2,556,157.00)	-2,904.7%
5) Services and Other Operating Expenditures		5000-5999	160,000.00	160,000.00	34,007.85	211,375.00	(51,375.00)	-32.1%
6) Capital Outlay		6000-6999	1,249,000.00	2,717,451.00	1,272,806.92	5,649,468.00	(2,932,017.00)	-107.9%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			1,497,000.00	2,965,451.00	1,306,814.77	8,505,000.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			8,000.00	5,539,549.00	7,198,024.67	0.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			8,000.00	5,539,549.00	7,198,024.67	0.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	1,500,000.00	1,507,375.00		1,507,375.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,500,000.00	1,507,375.00		1,507,375.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,500,000.00	1,507,375.00		1,507,375.00		
2) Ending Balance, June 30 (E + F1e)			1,508,000.00	7,046,924.00		1,507,375.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	8,000.00	7,046,924.00		1,507,375.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	1,500,000.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
LCFF SOURCES								
LCFF Transfers								
LCFF Transfers - Current Year		8091	1,500,000.00	8,500,000.00	8,500,000.00	8,500,000.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			1,500,000.00	8,500,000.00	8,500,000.00	8,500,000.00	0.00	0.0%
OTHER STATE REVENUE								
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	5,000.00	5,000.00	4,839.44	5,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			5,000.00	5,000.00	4,839.44	5,000.00	0.00	0.0%
TOTAL, REVENUES			1,505,000.00	8,505,000.00	8,504,839.44	8,505,000.00		
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	88,000.00	88,000.00	0.00	2,641,532.00	(2,553,532.00)	-2,901.7%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Noncapitalized Equipment		4400	0.00	0.00	0.00	2,625.00	(2,625.00)	New
TOTAL, BOOKS AND SUPPLIES			88,000.00	88,000.00	0.00	2,644,157.00	(2,556,157.00)	-2,904.7%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and								
Operating Expenditures		5800	160,000.00	160,000.00	34,007.85	211,375.00	(51,375.00)	-32.1%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			160,000.00	160,000.00	34,007.85	211,375.00	(51,375.00)	-32.1%
CAPITAL OUTLAY								
Land Improvements		6170	450,000.00	686,000.00	235,781.83	1,797,033.00	(1,111,033.00)	-162.0%
Buildings and Improvements of Buildings		6200	799,000.00	2,031,451.00	1,037,025.09	3,852,435.00	(1,820,984.00)	-89.6%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			1,249,000.00	2,717,451.00	1,272,806.92	5,649,468.00	(2,932,017.00)	-107.9%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			1,497,000.00	2,965,451.00	1,306,814.77	8,505,000.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2022-23 Projected Totals
9010	Other Restricted Local	1,507,375.00
Total, Restricted Balance		1,507,375.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	75,673.24	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	75,673.24	0.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	157,086.18	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	15,334,168.00	15,334,168.00	11,658,893.92	15,334,168.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			15,334,168.00	15,334,168.00	11,815,980.10	15,334,168.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(15,334,168.00)	(15,334,168.00)	(11,740,306.86)	(15,334,168.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	12,000,000.00	12,000,000.00	0.00	12,000,000.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	6,040,697.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			12,000,000.00	12,000,000.00	6,040,697.00	12,000,000.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(3,334,168.00)	(3,334,168.00)	(5,699,609.86)	(3,334,168.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	3,339,136.00	17,410,603.00		17,410,603.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,339,136.00	17,410,603.00		17,410,603.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,339,136.00	17,410,603.00		17,410,603.00		
2) Ending Balance, June 30 (E + F1e)			4,968.00	14,076,435.00		14,076,435.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	4,968.00	14,076,435.00		14,076,435.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
FEDERAL REVENUE								
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFE Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFE Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	75,673.24	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	0.00	75,673.24	0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	75,673.24	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	157,086.18	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	157,086.18	0.00	0.00	0.0%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	5,799.00	5,799.00	0.00	5,799.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	15,231,301.00	15,231,301.00	11,658,893.92	15,231,301.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	97,068.00	97,068.00	0.00	97,068.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			15,334,168.00	15,334,168.00	11,658,893.92	15,334,168.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			15,334,168.00	15,334,168.00	11,815,980.10	15,334,168.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	12,000,000.00	12,000,000.00	0.00	12,000,000.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			12,000,000.00	12,000,000.00	0.00	12,000,000.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Sale of Bonds		8951	0.00	0.00	6,040,697.00	0.00	0.00	0.0%
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
County School Building Aid		8961	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	6,040,697.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			12,000,000.00	12,000,000.00	6,040,697.00	12,000,000.00		

Resource	Description	2022-23 Projected Totals
9010	Other Restricted Local	14,076,435.00
Total, Restricted Balance		14,076,435.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	977,209.88	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	977,209.88	0.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	119,539.40	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	195,452.28	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	314,991.68	0.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	0.00	662,218.20	0.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	5,000,000.00	5,000,000.00	0.00	5,000,000.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(5,000,000.00)	(5,000,000.00)	0.00	(5,000,000.00)		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(5,000,000.00)	(5,000,000.00)	662,218.20	(5,000,000.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	7,842,070.00	7,461,160.00		7,461,160.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			7,842,070.00	7,461,160.00		7,461,160.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			7,842,070.00	7,461,160.00		7,461,160.00		
2) Ending Balance, June 30 (E + F1e)			2,842,070.00	2,461,160.00		2,461,160.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	2,842,070.00	2,461,160.00		2,461,160.00		
c) Committed								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
OTHER STATE REVENUE								
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	524,622.84	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	28,504.96	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Mitigation/Developer Fees		8681	0.00	0.00	423,972.08	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	110.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	0.00	977,209.88	0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	977,209.88	0.00		
CERTIFICATED SALARIES								
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	119,539.40	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.00	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	119,539.40	0.00	0.00	0.0%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	195,452.28	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	195,452.28	0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	314,991.68	0.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	5,000,000.00	5,000,000.00	0.00	5,000,000.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			5,000,000.00	5,000,000.00	0.00	5,000,000.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES			(5,000,000.00)	(5,000,000.00)	0.00	(5,000,000.00)		
(a - b + c - d + e)			(5,000,000.00)	(5,000,000.00)	0.00	(5,000,000.00)		

Resource	Description	2022-23 Projected Totals
9010	Other Restricted Local	2,461,160.00
Total, Restricted Balance		2,461,160.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	1,462,300.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	37,017.38	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	1,499,317.38	0.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.00	0.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	0.00	1,499,317.38	0.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	7,000,000.00	7,000,000.00	0.00	7,000,000.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(7,000,000.00)	(7,000,000.00)	0.00	(7,000,000.00)		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(7,000,000.00)	(7,000,000.00)	1,499,317.38	(7,000,000.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	10,060,634.00	9,897,125.00		9,897,125.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			10,060,634.00	9,897,125.00		9,897,125.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			10,060,634.00	9,897,125.00		9,897,125.00		
2) Ending Balance, June 30 (E + F1e)			3,060,634.00	2,897,125.00		2,897,125.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	3,060,634.00	2,897,125.00		2,897,125.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
FEDERAL REVENUE								
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
School Facilities Apportionments		8545	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	1,462,300.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	1,462,300.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	37,017.38	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	0.00	37,017.38	0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	1,499,317.38	0.00		
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.00	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.00	0.00	0.00	0.0%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.00	0.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
To: State School Building Fund/County School Facilities Fund From: All Other Funds		8913	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS OUT								
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	7,000,000.00	7,000,000.00	0.00	7,000,000.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			7,000,000.00	7,000,000.00	0.00	7,000,000.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			(7,000,000.00)	(7,000,000.00)	0.00	(7,000,000.00)		

Resource	Description	2022-23 Projected Totals
7710	State School Facilities Projects	2,897,125.00
Total, Restricted Balance		2,897,125.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	95,927.00	95,927.00	50,430.35	95,385.00	(542.00)	-0.6%
4) Other Local Revenue		8600-8799	15,079,643.00	15,079,643.00	9,770,877.54	15,030,595.00	(49,048.00)	-0.3%
5) TOTAL, REVENUES			15,175,570.00	15,175,570.00	9,821,307.89	15,125,980.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	15,716,362.00	15,716,362.00	16,058,525.38	16,048,095.00	(331,733.00)	-2.1%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			15,716,362.00	15,716,362.00	16,058,525.38	16,048,095.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(540,792.00)	(540,792.00)	(6,237,217.49)	(922,115.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(540,792.00)	(540,792.00)	(6,237,217.49)	(922,115.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	15,384,002.00	15,901,794.00		15,901,794.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			15,384,002.00	15,901,794.00		15,901,794.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			15,384,002.00	15,901,794.00		15,901,794.00		
2) Ending Balance, June 30 (E + F1e)			14,843,210.00	15,361,002.00		14,979,679.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	14,843,210.00	15,361,002.00		14,979,679.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
FEDERAL REVENUE								
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Tax Relief Subventions								
Voted Indebtedness Levies								
Homeowners' Exemptions		8571	95,927.00	95,927.00	47,545.49	95,385.00	(542.00)	-0.6%
Other Subventions/In-Lieu Taxes		8572	0.00	0.00	2,884.86	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			95,927.00	95,927.00	50,430.35	95,385.00	(542.00)	-0.6%
OTHER LOCAL REVENUE								
County and District Taxes								
Voted Indebtedness Levies								
Secured Roll		8611	14,328,768.00	14,328,768.00	8,756,236.07	14,247,383.00	(81,385.00)	-0.6%
Unsecured Roll		8612	738,875.00	738,875.00	783,230.68	773,212.00	34,337.00	4.6%
Prior Years' Taxes		8613	0.00	0.00	43,166.10	0.00	0.00	0.0%
Supplemental Taxes		8614	0.00	0.00	154,435.27	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	12,000.00	12,000.00	33,809.42	10,000.00	(2,000.00)	-16.7%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			15,079,643.00	15,079,643.00	9,770,877.54	15,030,595.00	(49,048.00)	-0.3%
TOTAL, REVENUES			15,175,570.00	15,175,570.00	9,821,307.89	15,125,980.00		
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Debt Service								
Bond Redemptions		7433	6,844,412.00	6,844,412.00	7,363,412.45	7,363,412.00	(519,000.00)	-7.6%
Bond Interest and Other Service Charges		7434	8,871,950.00	8,871,950.00	8,695,112.93	8,684,683.00	187,267.00	2.1%
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			15,716,362.00	15,716,362.00	16,058,525.38	16,048,095.00	(331,733.00)	-2.1%
TOTAL, EXPENDITURES			15,716,362.00	15,716,362.00	16,058,525.38	16,048,095.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS OUT								
To: General Fund		7614	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2022-23 Projected Totals
9010	Other Restricted Local	14,979,679.00
Total, Restricted Balance		14,979,679.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	27,680.30	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	27,680.30	0.00		
B. EXPENSES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenses		5000-5999	0.00	0.00	1,801,995.53	0.00	0.00	0.0%
6) Depreciation and Amortization		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENSES			0.00	0.00	1,801,995.53	0.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES(A5 -B9)			0.00	0.00	(1,774,315.23)	0.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			0.00	0.00	(1,774,315.23)	0.00		
F. NET POSITION								
1) Beginning Net Position								
a) As of July 1 - Unaudited		9791	11,662,357.00	10,362,288.00		10,362,288.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
c) As of July 1 - Audited (F1a + F1b)			11,662,357.00	10,362,288.00		10,362,288.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			11,662,357.00	10,362,288.00		10,362,288.00		
2) Ending Net Position, June 30 (E + F1e)			11,662,357.00	10,362,288.00		10,362,288.00		
Components of Ending Net Position								
a) Net Investment in Capital Assets		9796	0.00	0.00		0.00		
b) Restricted Net Position		9797	11,662,357.00	10,362,288.00		10,362,288.00		
c) Unrestricted Net Position		9790	0.00	0.00		0.00		
OTHER LOCAL REVENUE								
Interest		8660	0.00	0.00	27,680.30	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
In-District Premiums/Contributions		8674	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	0.00	27,680.30	0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	27,680.30	0.00		
SERVICES AND OTHER OPERATING EXPENSES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	1,801,995.53	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENSES			0.00	0.00	1,801,995.53	0.00	0.00	0.0%
TOTAL, EXPENSES			0.00	0.00	1,801,995.53	0.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
(a + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2022-23 Projected Totals
9010	Other Restricted Local	10,362,288.00
Total, Restricted Net Position		10,362,288.00

Oxnard School District
2022-23 Second Interim Financial Report

Table of Assumptions for Multiyear Projections

Planning Factor	2022-23	2023-24	2024-25
Estimated Funded ADA (Average Daily Attendance)	14,754.61	14,027.24	13,178.83
Funded UPP (Unduplicated Pupil Percentage)	90.94%	90.34%	90.20%
Step & Column	1.30%	1.30%	1.30%
Statutory COLA & Augmentation (Planning COLA)	13.26%	8.13%	3.54%
STRS Employer Statutory Rates	19.10%	19.10%	19.10%
PERS Employer Projected Rates	25.37%	27.00%	28.10%
Lottery - Unrestricted per ADA	\$170	\$170	\$170
Lottery - Prop 20 per ADA	\$67	\$67	\$67
Mandated Block Grant per ADA	\$34.94	\$37.78	\$39.12
CPI	6.00%	3.44%	2.77%
Routine Restricted Maintenance Account	3% of total GF expenditures	3% of total GF expenditures	3% of total GF expenditures
Health Benefits - Hard Cap with no anticipated changes	<i>Varies by Bargaining Unit</i>		

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2023-24 Projection (C)	% Change (Cols. E-C/C) (D)	2024-25 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	197,934,106.00	4.77%	207,378,526.00	(2.77%)	201,634,741.00
2. Federal Revenues	8100-8299	0.00	0.00%		0.00%	
3. Other State Revenues	8300-8599	4,664,041.00	3.70%	4,836,391.00	(2.03%)	4,738,414.00
4. Other Local Revenues	8600-8799	1,523,233.00	(.03%)	1,522,733.00	0.00%	1,522,733.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%		0.00%	
b. Other Sources	8930-8979	0.00	0.00%		0.00%	
c. Contributions	8980-8999	(44,795,147.00)	(10.70%)	(40,000,000.00)	0.00%	(40,000,000.00)
6. Total (Sum lines A1 thru A5c)		159,326,233.00	9.05%	173,737,650.00	(3.36%)	167,895,888.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				74,054,891.00		74,045,125.00
b. Step & Column Adjustment				950,234.00		950,106.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				(960,000.00)		(960,000.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	74,054,891.00	(.01%)	74,045,125.00	(.01%)	74,035,231.00
2. Classified Salaries						
a. Base Salaries				21,536,799.00		21,816,777.00
b. Step & Column Adjustment				279,978.00		283,618.00
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	21,536,799.00	1.30%	21,816,777.00	1.30%	22,100,395.00
3. Employee Benefits	3000-3999	36,270,785.00	3.96%	37,707,002.00	(.86%)	37,382,516.00
4. Books and Supplies	4000-4999	9,932,723.00	3.44%	10,274,409.00	2.77%	10,559,010.00
5. Services and Other Operating Expenditures	5000-5999	19,537,374.00	3.44%	20,209,460.00	2.77%	20,769,262.00
6. Capital Outlay	6000-6999	117,142.00	(65.85%)	40,000.00	0.00%	40,000.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	520,000.00	0.00%	520,000.00	0.00%	520,000.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(3,253,768.00)	8.97%	(3,545,703.00)	3.00%	(3,652,074.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%		0.00%	
b. Other Uses	7630-7699	0.00	0.00%		0.00%	
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		158,715,946.00	1.48%	161,067,070.00	.43%	161,754,340.00
C. NET INCREASE (DECREASE) IN FUND BALANCE						
(Line A6 minus line B11)						
		610,287.00		12,670,580.00		6,141,548.00
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 011, line F1e)		59,638,178.00		60,248,465.00		72,919,045.00
2. Ending Fund Balance (Sum lines C and D1)		60,248,465.00		72,919,045.00		79,060,593.00
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	120,000.00		120,000.00		120,000.00
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00				
2. Other Commitments	9760	32,698,889.00		45,034,205.00		50,973,605.00
d. Assigned	9780	0.00				
e. Unassigned/Unappropriated						

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2023-24 Projection (C)	% Change (Cols. E-C/C) (D)	2024-25 Projection (E)
1. Reserve for Economic Uncertainties	9789	27,429,576.00		27,764,840.00		27,966,988.00
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		60,248,465.00		72,919,045.00		79,060,593.00
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	27,429,576.00		27,764,840.00		27,966,988.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
(Enter other reserve projections in Columns C and E for subsequent years 1 and 2; current year - Column A - is extracted)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00				
b. Reserve for Economic Uncertainties	9789	0.00				
c. Unassigned/Unappropriated	9790	0.00				
3. Total Available Reserves (Sum lines E1a thru E2c)		27,429,576.00		27,764,840.00		27,966,988.00
F. ASSUMPTIONS						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						
B1d. The District anticipates a reduction of \$960,000 (12 certificated staff) due to declining enrollment, for both 2023-24 and 2024-25.						

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2023-24 Projection (C)	% Change (Cols. E-C/C) (D)	2024-25 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	0.00	0.00%		0.00%	
2. Federal Revenues	8100-8299	37,252,533.00	(65.90%)	12,703,640.00	3.00%	13,084,749.00
3. Other State Revenues	8300-8599	73,563,330.00	(46.29%)	39,508,493.00	0.00%	39,508,493.00
4. Other Local Revenues	8600-8799	13,210,513.00	3.00%	13,606,828.00	3.00%	14,015,033.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%		0.00%	
b. Other Sources	8930-8979	0.00	0.00%		0.00%	
c. Contributions	8980-8999	44,795,147.00	(10.70%)	40,000,000.00	0.00%	40,000,000.00
6. Total (Sum lines A1 thru A5c)		168,821,523.00	(37.32%)	105,818,961.00	.75%	106,608,275.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				29,377,699.00		29,759,608.00
b. Step & Column Adjustment				381,909.00		386,876.00
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	29,377,699.00	1.30%	29,759,608.00	1.30%	30,146,484.00
2. Classified Salaries						
a. Base Salaries				16,520,045.00		16,734,806.00
b. Step & Column Adjustment				214,761.00		217,552.00
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	16,520,045.00	1.30%	16,734,806.00	1.30%	16,952,358.00
3. Employee Benefits	3000-3999	18,805,836.00	.53%	18,906,116.00	2.79%	19,434,176.00
4. Books and Supplies	4000-4999	8,780,479.00	3.44%	9,082,527.00	2.77%	9,334,113.00
5. Services and Other Operating Expenditures	5000-5999	33,160,335.00	3.44%	34,301,051.00	2.77%	35,251,190.00
6. Capital Outlay	6000-6999	4,218,336.00	(28.88%)	3,000,000.00	(33.33%)	2,000,000.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	1,781,660.00	0.00%	1,781,660.00	0.00%	1,781,660.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	2,935,423.00	2.73%	3,015,562.00	0.00%	3,015,562.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%		0.00%	
b. Other Uses	7630-7699	0.00	0.00%		0.00%	
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		115,579,813.00	.87%	116,581,330.00	1.14%	117,915,543.00
C. NET INCREASE (DECREASE) IN FUND BALANCE						
(Line A6 minus line B11)		53,241,710.00		(10,762,369.00)		(11,307,268.00)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 011, line F1e)		23,758,505.00		77,000,215.00		66,237,846.00
2. Ending Fund Balance (Sum lines C and D1)		77,000,215.00		66,237,846.00		54,930,578.00
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	0.00				
b. Restricted	9740	77,000,215.00		66,237,846.00		54,930,578.00
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2023-24 Projection (C)	% Change (Cols. E-C/C) (D)	2024-25 Projection (E)
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		77,000,215.00		66,237,846.00		54,930,578.00
E. AVAILABLE RESERVES						
1. General Fund)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated Amount	9790					
(Enter current year reserve projections in Column A, and other reserve projections in Columns C and E for subsequent years 1 and 2)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)						
F. ASSUMPTIONS						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2023-24 Projection (C)	% Change (Cols. E-C/C) (D)	2024-25 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	197,934,106.00	4.77%	207,378,526.00	(2.77%)	201,634,741.00
2. Federal Revenues	8100-8299	37,252,533.00	(65.90%)	12,703,640.00	3.00%	13,084,749.00
3. Other State Revenues	8300-8599	78,227,371.00	(43.31%)	44,344,884.00	(.22%)	44,246,907.00
4. Other Local Revenues	8600-8799	14,733,746.00	2.69%	15,129,561.00	2.70%	15,537,766.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	0.00	0.00%	0.00	0.00%	0.00
6. Total (Sum lines A1 thru A5c)		328,147,756.00	(14.81%)	279,556,611.00	(1.81%)	274,504,163.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				103,432,590.00		103,804,733.00
b. Step & Column Adjustment				1,332,143.00		1,336,982.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(960,000.00)		(960,000.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	103,432,590.00	.36%	103,804,733.00	.36%	104,181,715.00
2. Classified Salaries						
a. Base Salaries				38,056,844.00		38,551,583.00
b. Step & Column Adjustment				494,739.00		501,170.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	38,056,844.00	1.30%	38,551,583.00	1.30%	39,052,753.00
3. Employee Benefits	3000-3999	55,076,621.00	2.79%	56,613,118.00	.36%	56,816,692.00
4. Books and Supplies	4000-4999	18,713,202.00	3.44%	19,356,936.00	2.77%	19,893,123.00
5. Services and Other Operating Expenditures	5000-5999	52,697,709.00	3.44%	54,510,511.00	2.77%	56,020,452.00
6. Capital Outlay	6000-6999	4,335,478.00	(29.88%)	3,040,000.00	(32.89%)	2,040,000.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	2,301,660.00	0.00%	2,301,660.00	0.00%	2,301,660.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(318,345.00)	66.53%	(530,141.00)	20.06%	(636,512.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments				0.00		0.00
11. Total (Sum lines B1 thru B10)		274,295,759.00	1.22%	277,648,400.00	.73%	279,669,883.00
C. NET INCREASE (DECREASE) IN FUND BALANCE						
(Line A6 minus line B11)						
		53,851,997.00		1,908,211.00		(5,165,720.00)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 011, line F1e)		83,396,683.00		137,248,680.00		139,156,891.00
2. Ending Fund Balance (Sum lines C and D1)		137,248,680.00		139,156,891.00		133,991,171.00
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	120,000.00		120,000.00		120,000.00
b. Restricted	9740	77,000,215.00		66,237,846.00		54,930,578.00
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	32,698,889.00		45,034,205.00		50,973,605.00
d. Assigned	9780	0.00		0.00		0.00
e. Unassigned/Unappropriated						

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2023-24 Projection (C)	% Change (Cols. E-C/C) (D)	2024-25 Projection (E)
1. Reserve for Economic Uncertainties	9789	27,429,576.00		27,764,840.00		27,966,988.00
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		137,248,680.00		139,156,891.00		133,991,171.00
E. AVAILABLE RESERVES (Unrestricted except as noted)						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	27,429,576.00		27,764,840.00		27,966,988.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
d. Negative Restricted Ending Balances (Negative resources 2000-9999)	979Z			0.00		0.00
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves - by Amount (Sum lines E1 thru E2c)		27,429,576.00		27,764,840.00		27,966,988.00
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		10.00%		10.00%		10.00%
F. RECOMMENDED RESERVES						
1. Special Education Pass-through Exclusions						
For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						
a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?	Yes					
b. If you are the SELPA AU and are excluding special education pass-through funds:						
1. Enter the name(s) of the SELPA(s):						
2. Special education pass-through funds (Column A: Fund 10, resources 3300-3499, 6500-6540 and 6546 objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)						
		0.00				
2. District ADA Used to determine the reserve standard percentage level on line F3d (Col. A: Form AI, Estimated P-2 ADA column, Lines A4 and C4; enter projections)						
		13,001.77		12,639.81		12,326.81
3. Calculating the Reserves						
a. Expenditures and Other Financing Uses (Line B11)		274,295,759.00		277,648,400.00		279,669,883.00
b. Plus: Special Education Pass-through Funds (Line F1b2, if Line F1a is No)		0.00		0.00		0.00
c. Total Expenditures and Other Financing Uses (Line F3a plus line F3b)		274,295,759.00		277,648,400.00		279,669,883.00
d. Reserve Standard Percentage Level (Refer to Form 01CSI, Criterion 10 for calculation details)		3%		3%		3%
e. Reserve Standard - By Percent (Line F3c times F3d)		8,228,872.77		8,329,452.00		8,390,096.49
f. Reserve Standard - By Amount (Refer to Form 01CSI, Criterion 10 for calculation details)		0.00		0.00		0.00
g. Reserve Standard (Greater of Line F3e or F3f)		8,228,872.77		8,329,452.00		8,390,096.49
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)		YES		YES		YES

Provide methodology and assumptions used to estimate ADA, enrollment, revenues, expenditures, reserves and fund balance, and multiyear commitments (including cost-of-living adjustments).

Deviations from the standards must be explained and may affect the interim certification.

CRITERIA AND STANDARDS

1. CRITERION: Average Daily Attendance

STANDARD: Funded average daily attendance (ADA) for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since first interim projections.

District's ADA Standard Percentage Range: -2.0% to +2.0%

1A. Calculating the District's ADA Variances

DATA ENTRY: First Interim data that exist will be extracted into the first column, otherwise, enter data for all fiscal years. Second Interim Projected Year Totals data that exist for the current year will be extracted; otherwise, enter data for all fiscal years. Enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for all fiscal years.

Estimated Funded ADA

Fiscal Year		First Interim	Second Interim	Percent Change	Status
		Projected Year Totals (Form 01CSI, Item 1A)	Projected Year Totals (Form AI, Lines A4 and C4)		
Current Year (2022-23)	District Regular	14,754.61	14,754.61		
	Charter School	0.00	0.00		
	Total ADA	14,754.61	14,754.61	0.0%	Met
1st Subsequent Year (2023-24)	District Regular	14,006.39	14,027.04		
	Charter School	0.00			
	Total ADA	14,006.39	14,027.04	.1%	Met
2nd Subsequent Year (2024-25)	District Regular	13,158.37	13,178.83		
	Charter School	0.00			
	Total ADA	13,158.37	13,178.83	.2%	Met

1B. Comparison of District ADA to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Funded ADA has not changed since first interim projections by more than two percent in any of the current year or two subsequent fiscal years.

Explanation:
(required if NOT met)

2. **CRITERION: Enrollment**

STANDARD: Projected enrollment for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since first interim projections

District's Enrollment Standard Percentage Range: -2.0% to +2.0%

2A. Calculating the District's Enrollment Variances

DATA ENTRY: First Interim data that exist will be extracted; otherwise, enter data into the first column for all fiscal years. Enter data in the second column for all fiscal years. Enter district regular enrollment and charter school enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	Enrollment		Percent Change	Status
	First Interim	Second Interim		
	(Form 01CSI, Item 2A)	CBEDS/Projected		
Current Year (2022-23)				
District Regular	13,883.00	13,883.00		
Charter School	0.00			
Total Enrollment	13,883.00	13,883.00	0.0%	Met
1st Subsequent Year (2023-24)				
District Regular	13,445.00	13,487.00		
Charter School	0.00			
Total Enrollment	13,445.00	13,487.00	.3%	Met
2nd Subsequent Year (2024-25)				
District Regular	12,974.00	13,016.00		
Charter School	0.00			
Total Enrollment	12,974.00	13,016.00	.3%	Met

2B. Comparison of District Enrollment to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Enrollment projections have not changed since first interim projections by more than two percent for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

3. CRITERION: ADA to Enrollment

STANDARD: Projected second period (P-2) average daily attendance (ADA) to enrollment ratio for any of the current fiscal year or two subsequent fiscal years has not increased from the historical average ratio from the three prior fiscal years by more than one half of one percent (0.5%).

3A. Calculating the District's ADA to Enrollment Standard

DATA ENTRY: Unaudited Actuals data that exist will be extracted into the P-2 ADA column for the First Prior Year; otherwise, enter First Prior Year data. P-2 ADA for the second and third prior years are preloaded. First Interim data that exist will be extracted into the Enrollment column; otherwise, enter Enrollment data for all fiscal years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year		P-2 ADA	Enrollment	Historical Ratio of ADA to Enrollment
		Unaudited Actuals (Form A, Lines A4 and C4)	CBEDS Actual (Form 01CSI, Item 3A)	
Third Prior Year (2019-20)	District Regular	15,194	15,730	
	Charter School			
	Total ADA/Enrollment	15,194	15,730	96.6%
Second Prior Year (2020-21)	District Regular	15,194	15,132	
	Charter School			
	Total ADA/Enrollment	15,194	15,132	100.4%
First Prior Year (2021-22)	District Regular	13,089	14,380	
	Charter School			
	Total ADA/Enrollment	13,089	14,380	91.0%
Historical Average Ratio:				96.0%
District's ADA to Enrollment Standard (historical average ratio plus 0.5%):				96.5%

3B. Calculating the District's Projected Ratio of ADA to Enrollment

DATA ENTRY: Estimated P-2 ADA will be extracted into the first column for the Current Year; enter data in the first column for the subsequent fiscal years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years. All other data are extracted.

Fiscal Year		Estimated P-2 ADA	Enrollment	Ratio of ADA to Enrollment	Status
		(Form AI, Lines A4 and C4)	CBEDS/Projected (Criterion 2, Item 2A)		
Current Year (2022-23)	District Regular	13,002	13,883		
	Charter School	0			
	Total ADA/Enrollment	13,002	13,883	93.7%	Met
1st Subsequent Year (2023-24)	District Regular	12,639	13,487		
	Charter School				
	Total ADA/Enrollment	12,639	13,487	93.7%	Met
2nd Subsequent Year (2024-25)	District Regular	12,326	13,016		
	Charter School				
	Total ADA/Enrollment	12,326	13,016	94.7%	Met

3C. Comparison of District ADA to Enrollment Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Projected P-2 ADA to enrollment ratio has not exceeded the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

4. CRITERION: LCFF Revenue

STANDARD: Projected LCFF revenue for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since first interim projections.

District's LCFF Revenue Standard Percentage Range: -2.0% to +2.0%

4A. Calculating the District's Projected Change in LCFF Revenue

DATA ENTRY: First Interim data that exist will be extracted; otherwise, enter data into the first column. In the Second Interim column, Current Year data are extracted; enter data for the two subsequent years.

Fiscal Year	LCFF Revenue (Fund 01, Objects 8011, 8012, 8020-8089)		Percent Change	Status
	First Interim (Form 01CSI, Item 4A)	Second Interim Projected Year Totals		
	Current Year (2022-23)	205,964,308.00		
1st Subsequent Year (2023-24)	205,460,845.00	211,378,526.00	2.9%	Not Met
2nd Subsequent Year (2024-25)	200,803,337.00	205,634,741.00	2.4%	Not Met

4B. Comparison of District LCFF Revenue to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Projected LCFF revenue has changed since first interim projections by more than two percent in any of the current year or two subsequent fiscal years. Provide reasons why the change(s) exceed the standard and a description of the methods and assumptions used in projecting LCFF revenue.

Explanation:
(required if NOT met)

The increase in LCFF Revenue is due to higher COLA for 2023-24 as projected in Governor's Budget Proposal and SSC Dartboard.

5. **CRITERION: Salaries and Benefits**

STANDARD: Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures for any of the current fiscal year or two subsequent fiscal years has not changed from the historical average ratio from the three prior fiscal years by more than the greater of three percent or the district's required reserves percentage.

5A. Calculating the District's Historical Average Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: Unaudited Actuals data that exist for the First Prior Year will be extracted; otherwise, enter data for the First Prior Year. Unaudited Actuals data for the second and third prior years are preloaded.

Fiscal Year	Unaudited Actuals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
	Salaries and Benefits (Form 01, Objects 1000- 3999)	Total Expenditures (Form 01, Objects 1000- 7499)	
	Third Prior Year (2019-20)	138,710,565.89	164,361,998.88
Second Prior Year (2020-21)	117,745,958.53	131,906,772.78	89.3%
First Prior Year (2021-22)	126,852,400.67	150,176,037.93	84.5%
	Historical Average Ratio:		86.0%

	Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
District's Reserve Standard Percentage (Criterion 10B, Line 4)	3%	3%	3%
District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	83.0% to 89.0%	83.0% to 89.0%	83.0% to 89.0%

5B. Calculating the District's Projected Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: If Form MYPI exists, Projected Year Totals data for the two subsequent years will be extracted; if not, enter Projected Year Totals data. Projected Year Totals data for Current Year are extracted.

Fiscal Year	Projected Year Totals - Unrestricted (Resources 0000-1999)			Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
	Salaries and Benefits (Form 01, Objects 1000- 3999)	Total Expenditures (Form 01, Objects 1000- 7499)			
	(Form MYPI, Lines B1-B3)	(Form MYPI, Lines B1-B8, B10)			
Current Year (2022-23)	131,862,475.00	158,715,946.00	83.1%	Met	
1st Subsequent Year (2023-24)	133,568,904.00	161,067,070.00	82.9%	Not Met	
2nd Subsequent Year (2024-25)	133,518,142.00	161,754,340.00	82.5%	Not Met	

5C. Comparison of District Salaries and Benefits Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Projected ratio of unrestricted salary and benefit costs to total unrestricted expenditures has changed by more than the standard in any of the current year or two subsequent fiscal years. Provide reasons why the change(s) exceed the standard and a description of the methods and assumptions used in projecting salaries and benefits.

Explanation:
(required if NOT met)

Total expenditures increased more than salaries and benefits due to higher CPI and inflation rates.

6. CRITERION: Other Revenues and Expenditures

STANDARD: Projected operating revenues (including federal, other state and other local) or expenditures (including books and supplies, and services and other operating), for any of the current fiscal year or two subsequent fiscal years, have not changed by more than five percent since first interim projections. Changes that exceed five percent in any major object category must be explained.

District's Other Revenues and Expenditures Standard Percentage Range:	-5.0% to +5.0%
District's Other Revenues and Expenditures Explanation Percentage Range:	-5.0% to +5.0%

6A. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range

DATA ENTRY: First Interim data that exist will be extracted; otherwise, enter data into the first column. Second Interim data for the Current Year are extracted. If Second Interim Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the second column. Explanations must be entered for each category if the percent change for any year exceeds the district's explanation percentage range.

Object Range / Fiscal Year	First Interim	Second Interim	Percent Change	Change Is Outside Explanation Range
	Projected Year Totals (Form 01CSI, Item 6A)	Projected Year Totals (Fund 01) (Form MYPI)		
Federal Revenue (Fund 01, Objects 8100-8299) (Form MYPI, Line A2)				
Current Year (2022-23)	37,252,533.00	37,252,533.00	0.0%	No
1st Subsequent Year (2023-24)	13,252,533.00	12,703,640.00	-4.1%	No
2nd Subsequent Year (2024-25)	13,650,109.00	13,084,749.00	-4.1%	No

Explanation:
(required if Yes)

Other State Revenue (Fund 01, Objects 8300-8599) (Form MYPI, Line A3)				
Current Year (2022-23)	79,942,269.00	78,227,371.00	-2.1%	No
1st Subsequent Year (2023-24)	40,610,518.00	44,344,884.00	9.2%	Yes
2nd Subsequent Year (2024-25)	40,110,518.00	44,246,907.00	10.3%	Yes

Explanation:
(required if Yes)

Increases in other state revenue due to increases in anticipated Lottery and Mandated Block Grant Revenue.

Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYPI, Line A4)				
Current Year (2022-23)	14,706,388.00	14,733,746.00	.2%	No
1st Subsequent Year (2023-24)	14,706,388.00	15,129,561.00	2.9%	No
2nd Subsequent Year (2024-25)	14,706,388.00	15,537,766.00	5.7%	Yes

Explanation:
(required if Yes)

The increase in Other Local Revenue is due to the increase in Special Education funding coming to the District from the local SELPA.

Books and Supplies (Fund 01, Objects 4000-4999) (Form MYPI, Line B4)				
Current Year (2022-23)	17,442,314.00	18,713,202.00	7.3%	Yes
1st Subsequent Year (2023-24)	17,892,326.00	19,356,936.00	8.2%	Yes
2nd Subsequent Year (2024-25)	18,285,957.00	19,893,123.00	8.8%	Yes

Explanation:
(required if Yes)

Expenditures at Second Interim include programmed expenditures for pandemic relief funding as well as increased expenditures in the Expanded Learning Opportunity Program. The California CPI is applied to expenditures in the subsequent years.

Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYPI, Line B5)				
Current Year (2022-23)	47,287,931.00	52,697,709.00	11.4%	Yes
1st Subsequent Year (2023-24)	48,507,959.00	54,510,511.00	12.4%	Yes
2nd Subsequent Year (2024-25)	49,575,135.00	56,020,452.00	13.0%	Yes

Explanation:
(required if Yes)

Expenditures at Second Interim include programmed expenditures for pandemic relief funding as well as increased expenditures in the Expanded Learning Opportunity Program. The California CPI is applied to expenditures in the subsequent years.

6B. Calculating the District's Change in Total Operating Revenues and Expenditures

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	First Interim	Second Interim	Percent Change	Status
	Projected Year Totals	Projected Year Totals		
Total Federal, Other State, and Other Local Revenue (Section 6A)				
Current Year (2022-23)	131,901,190.00	130,213,650.00	-1.3%	Met
1st Subsequent Year (2023-24)	68,569,439.00	72,178,085.00	5.3%	Not Met
2nd Subsequent Year (2024-25)	68,467,015.00	72,869,422.00	6.4%	Not Met
Total Books and Supplies, and Services and Other Operating Expenditures (Section 6A)				
Current Year (2022-23)	64,730,245.00	71,410,911.00	10.3%	Not Met
1st Subsequent Year (2023-24)	66,400,285.00	73,867,447.00	11.2%	Not Met
2nd Subsequent Year (2024-25)	67,861,092.00	75,913,575.00	11.9%	Not Met

6C. Comparison of District Total Operating Revenues and Expenditures to the Standard Percentage Range

DATA ENTRY: Explanations are linked from Section 6A if the status in Section 6B is Not Met; no entry is allowed below.

- 1a. STANDARD NOT MET - One or more projected operating revenue have changed since first interim projections by more than the standard in one or more of the current year or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation:

Federal Revenue
(linked from 6A
if NOT met)

Explanation:

Other State Revenue
(linked from 6A
if NOT met)

Increases in other state revenue due to increases in anticipated Lottery and Mandated Block Grant Revenue.

Explanation:

Other Local Revenue
(linked from 6A
if NOT met)

The increase in Other Local Revenue is due to the increase in Special Education funding coming to the District from the local SELPA.

- 1b. STANDARD NOT MET - One or more total operating expenditures have changed since first interim projections by more than the standard in one or more of the current year or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation:

Books and Supplies
(linked from 6A
if NOT met)

Expenditures at Second Interim include programmed expenditures for pandemic relief funding as well as increased expenditures in the Expanded Learning Opportunity Program. The California CPI is applied to expenditures in the subsequent years.

Explanation:

Services and Other Exps
(linked from 6A
if NOT met)

Expenditures at Second Interim include programmed expenditures for pandemic relief funding as well as increased expenditures in the Expanded Learning Opportunity Program. The California CPI is applied to expenditures in the subsequent years.

7. **CRITERION: Facilities Maintenance**

STANDARD: Identify changes that have occurred since first interim projections in the projected contributions for facilities maintenance funding as required pursuant to Education Code Section 17070.75, or in how the district is providing adequately to preserve the functionality of its facilities for their normal life in accordance with Education Code sections 52060(d)(1) and 17002(d)(1).

Determining the District's Compliance with the Contribution Requirement for EC Section 17070.75 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)

NOTE: EC Section 17070.75 requires the district to deposit into the account a minimum amount equal to or greater than three percent of the total general fund expenditures and other financing uses for that fiscal year. Statutes exclude the following resource codes from the total general fund expenditures calculation: 3210, 3212, 3213, 3214, 3215, 3216, 3218, 3219, 5316, 7027, and 7690.

DATA ENTRY: Enter the Required Minimum Contribution if First Interim data does not exist. First Interim data that exist will be extracted; otherwise, enter First Interim data into lines 1, if applicable, and 2. All other data are extracted.

	Required Minimum Contribution	Second Interim Contribution	Status
		Projected Year Totals (Fund 01, Resource 8150, Objects 8900-8999)	
1. OMMA/RMA Contribution	7,049,040.87	8,500,000.00	Met
2. First Interim Contribution (information only) (Form 01CSI, First Interim, Criterion 7, Line 1)		8,500,000.00	

If status is not met, enter an X in the box that best describes why the minimum required contribution was not made:

<input type="checkbox"/>	Not applicable (district does not participate in the Leroy F. Greene School Facilities Act of 1998)
<input type="checkbox"/>	Exempt (due to district's small size [EC Section 17070.75 (b)(2)(E)])
<input type="checkbox"/>	Other (explanation must be provided)

Explanation:
(required if NOT met
and Other is marked)

8. CRITERION: Deficit Spending

STANDARD: Unrestricted deficit spending (total unrestricted expenditures and other financing uses is greater than total unrestricted revenues and other financing sources) as a percentage of total unrestricted expenditures and other financing uses, has not exceeded one-third of the district's available reserves¹ as a percentage of total expenditures and other financing uses² in any of the current fiscal year or two subsequent fiscal years.

¹Available reserves are the unrestricted amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

²A school district that is the Administrative Unit of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

8A. Calculating the District's Deficit Spending Standard Percentage Levels

DATA ENTRY: All data are extracted or calculated.

	Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
District's Available Reserve Percentages (Criterion 10C, Line 9)	10.0%	10.0%	10.0%
District's Deficit Spending Standard Percentage Levels (one-third of available reserve percentage):	3.3%	3.3%	3.3%

8B. Calculating the District's Deficit Spending Percentages

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the first and second columns.

Fiscal Year	Projected Year Totals			Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
	Net Change in Unrestricted Fund Balance (Form 011, Section E) (Form MYPI, Line C)	Total Unrestricted Expenditures and Other Financing Uses (Form 011, Objects 1000-7999) (Form MYPI, Line B11)			
Current Year (2022-23)	610,287.00	158,715,946.00		N/A	Met
1st Subsequent Year (2023-24)	12,670,580.00	161,067,070.00		N/A	Met
2nd Subsequent Year (2024-25)	6,141,548.00	161,754,340.00		N/A	Met

8C. Comparison of District Deficit Spending to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Unrestricted deficit spending, if any, has not exceeded the standard percentage level in any of the current year or two subsequent fiscal years.

Explanation:
(required if NOT met)

9. CRITERION: Fund and Cash Balances

A. FUND BALANCE STANDARD: Projected general fund balance will be positive at the end of the current fiscal year and two subsequent fiscal years.

9A-1. Determining if the District's General Fund Ending Balance is Positive

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years.

Fiscal Year	Ending Fund Balance General Fund Projected Year Totals		Status
	(Form 011, Line F2)	(Form MYPI, Line D2)	
Current Year (2022-23)	137,248,680.00		Met
1st Subsequent Year (2023-24)	139,156,891.00		Met
2nd Subsequent Year (2024-25)	133,991,171.00		Met

9A-2. Comparison of the District's Ending Fund Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected general fund ending balance is positive for the current fiscal year and two subsequent fiscal years.

Explanation:
(required if NOT met)

B. CASH BALANCE STANDARD: Projected general fund cash balance will be positive at the end of the current fiscal year.

9B-1. Determining if the District's Ending Cash Balance is Positive

DATA ENTRY: If Form CASH exists, data will be extracted; if not, data must be entered below.

Fiscal Year	Ending Cash Balance General Fund		Status
	(Form CASH, Line F, June Column)		
Current Year (2022-23)	141,257,390.00		Met

9B-2. Comparison of the District's Ending Cash Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected general fund cash balance will be positive at the end of the current fiscal year.

Explanation:
(required if NOT met)

10. CRITERION: Reserves

STANDARD: Available reserves¹ for any of the current fiscal year or two subsequent fiscal years are not less than the following percentages or amounts² as applied to total expenditures and other financing uses³:

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, 1st and 2nd Subsequent Year data will be extracted. If not, enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the two subsequent years.

Percentage Level		District ADA
5% or \$75,000 (greater of)	0	to 300
4% or \$75,000 (greater of)	301	to 1,000
3%	1,001	to 30,000
2%	30,001	to 400,000
1%	400,001	and over

¹ Available reserves are the unrestricted amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

² Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment (Education Code Section 42238), rounded to the nearest thousand.

³ A school district that is the Administrative Unit (AU) of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

	Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
District Estimated P-2 ADA (Current Year, Form AI, Lines A4 and C4, Subsequent Years, Form MYPI, Line F2, if available.)	13,001.77	12,639.81	12,326.81
District's Reserve Standard Percentage Level:	3%	3%	3%

10A. Calculating the District's Special Education Pass-through Exclusions (only for districts that serve as the AU of a SELPA)

DATA ENTRY: For SELPA AUs, if Form MYPI exists, all data will be extracted including the Yes/No button selection. If not, click the appropriate Yes or No button for item 1 and, if Yes, enter data for item 2a and for the two subsequent years in item 2b; Current Year data are extracted.

For districts that serve as the AU of a SELPA (Form MYPI, Lines F1a, F1b1, and F1b2):

- Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?
- If you are the SELPA AU and are excluding special education pass-through funds:
 - Enter the name(s) of the SELPA(s):

Yes

	Current Year Projected Year Totals (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
b. Special Education Pass-through Funds (Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223)	0.00		

10B. Calculating the District's Reserve Standard

DATA ENTRY: If Form MYPI exists, all data will be extracted or calculated. If not, enter data for line 1 for the two subsequent years; Current Year data are extracted.

	Current Year Projected Year Totals (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
1. Expenditures and Other Financing Uses (Form 01I, objects 1000-7999) (Form MYPI, Line B11)	274,295,759.00	277,648,400.00	279,669,883.00
2. Plus: Special Education Pass-through (Criterion 10A, Line 2b, if Criterion 10A, Line 1 is No)			
3. Total Expenditures and Other Financing Uses (Line B1 plus Line B2)	274,295,759.00	277,648,400.00	279,669,883.00
4. Reserve Standard Percentage Level	3%	3%	3%
5. Reserve Standard - by Percent (Line B3 times Line B4)	8,228,872.77	8,329,452.00	8,390,096.49

- 6. Reserve Standard - by Amount
(\$75,000 for districts with less than 1,001 ADA, else 0)
- 7. District's Reserve Standard
(Greater of Line B5 or Line B6)

0.00	0.00	0.00
8,228,872.77	8,329,452.00	8,390,096.49

10C. Calculating the District's Available Reserve Amount

DATA ENTRY: All data are extracted from fund data and Form MYPI. If Form MYPI does not exist, enter data for the two subsequent years.

Reserve Amounts (Unrestricted resources 0000-1999 except Line 4)	Current Year	1st Subsequent Year	2nd Subsequent Year
	Projected Year Totals (2022-23)	(2023-24)	(2024-25)
1. General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYPI, Line E1a)	0.00		
2. General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYPI, Line E1b)	27,429,576.00	27,764,840.00	27,966,988.00
3. General Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYPI, Line E1c)	0.00	0.00	0.00
4. General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYPI, Line E1d)	0.00	0.00	0.00
5. Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYPI, Line E2a)	0.00		
6. Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYPI, Line E2b)	0.00		
7. Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYPI, Line E2c)	0.00		
8. District's Available Reserve Amount (Lines C1 thru C7)	27,429,576.00	27,764,840.00	27,966,988.00
9. District's Available Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	10.00%	10.00%	10.00%
District's Reserve Standard (Section 10B, Line 7):	8,228,872.77	8,329,452.00	8,390,096.49
Status:	Met	Met	Met

10D. Comparison of District Reserve Amount to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Available reserves have met the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

SUPPLEMENTAL INFORMATION

DATA ENTRY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer.

S1. Contingent Liabilities

1a. Does your district have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that have occurred since first interim projections that may impact the budget?

No

1b. If Yes, identify the liabilities and how they may impact the budget:

S2. Use of One-time Revenues for Ongoing Expenditures

1a. Does your district have ongoing general fund expenditures funded with one-time revenues that have changed since first interim projections by more than five percent?

No

1b. If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years:

S3. Temporary Interfund Borrowings

1a. Does your district have projected temporary borrowings between funds?
(Refer to Education Code Section 42603)

No

1b. If Yes, identify the interfund borrowings:

S4. Contingent Revenues

1a. Does your district have projected revenues for the current fiscal year or either of the two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?

No

1b. If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures reduced:

S5. Contributions

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if contributions have changed by more than \$20,000 and more than five percent since first interim projections.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if transfers have changed by more than \$20,000 and more than five percent since first interim projections.

Identify capital project cost overruns that have occurred since first interim projections that may impact the general fund budget.

District's Contributions and Transfers Standard: -5.0% to +5.0% or -\$20,000 to +\$20,000

S5A. Identification of the District's Projected Contributions, Transfers, and Capital Projects that may Impact the General Fund

DATA ENTRY: First Interim data that exist will be extracted; otherwise, enter data into the first column. For Contributions, the Second Interim's Current Year data will be extracted. Enter Second Interim Contributions for the 1st and 2nd Subsequent Years. For Transfers In and Transfers Out, the Second Interim's Current Year data will be extracted. If Form MYPI exists, the data will be extracted into the Second Interim column for the 1st and 2nd Subsequent Years. If Form MYPI does not exist, enter data for 1st and 2nd Subsequent Years. Click on the appropriate button for Item 1d; all other data will be calculated.

Description / Fiscal Year	First Interim (Form 01CSI, Item S5A)	Second Interim Projected Year Totals	Percent Change	Amount of Change	Status
1a. Contributions, Unrestricted General Fund					
(Fund 01, Resources 0000-1999, Object 8980)					
Current Year (2022-23)	(45,367,885.00)	(44,795,147.00)	-1.3%	(572,738.00)	Met
1st Subsequent Year (2023-24)	(40,000,000.00)	(40,000,000.00)	0.0%	0.00	Met
2nd Subsequent Year (2024-25)	(42,000,000.00)	(40,000,000.00)	-4.8%	(2,000,000.00)	Met
1b. Transfers In, General Fund *					
Current Year (2022-23)	0.00	0.00	0.0%	0.00	Met
1st Subsequent Year (2023-24)	0.00	0.00	0.0%	0.00	Met
2nd Subsequent Year (2024-25)	0.00	0.00	0.0%	0.00	Met
1c. Transfers Out, General Fund *					
Current Year (2022-23)	0.00	0.00	0.0%	0.00	Met
1st Subsequent Year (2023-24)	0.00	0.00	0.0%	0.00	Met
2nd Subsequent Year (2024-25)	0.00	0.00	0.0%	0.00	Met

1d. Capital Project Cost Overruns

Have capital project cost overruns occurred since first interim projections that may impact the general fund operational budget?

No

* Include transfers used to cover operating deficits in either the general fund or any other fund.

S5B. Status of the District's Projected Contributions, Transfers, and Capital Projects

DATA ENTRY: Enter an explanation if Not Met for items 1a-1c or if Yes for Item 1d.

1a. MET - Projected contributions have not changed since first interim projections by more than the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

1b. MET - Projected transfers in have not changed since first interim projections by more than the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

1c. MET - Projected transfers out have not changed since first interim projections by more than the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

1d. NO - There have been no capital project cost overruns occurring since first interim projections that may impact the general fund operational budget.

Project Information:
(required if YES)

S6. Long-term Commitments

Identify all existing and new multiyear commitments¹ and their annual required payment for the current fiscal year and two subsequent fiscal years. Explain how any increase in annual payments will be funded. Also, explain how any decrease to funding sources used to pay long-term commitments will be replaced.

¹ Include multiyear commitments, multiyear debt agreements, and new programs or contracts that result in long-term obligations.

S6A. Identification of the District's Long-term Commitments

DATA ENTRY: If First Interim data exist (Form 01CSI, Item S6A), long-term commitment data will be extracted and it will only be necessary to click the appropriate button for Item 1b. Extracted data may be overwritten to update long-term commitment data in Item 2, as applicable. If no First Interim data exist, click the appropriate buttons for items 1a and 1b, and enter all other data, as applicable.

1. a. Does your district have long-term (multiyear) commitments?
(If No, skip items 1b and 2 and sections S6B and S6C)

Yes

b. If Yes to Item 1a, have new long-term (multiyear) commitments been incurred since first interim projections?

No

2. If Yes to Item 1a, list (or update) all new and existing multiyear commitments and required annual debt service amounts. Do not include long-term commitments for postemployment benefits other than pensions (OPEB); OPEB is disclosed in Item S7A.

Type of Commitment	# of Years Remaining	SACS Fund and Object Codes Used For:		Principal Balance as of July 1, 2022-23
		Funding Sources (Revenues)	Debt Service (Expenditures)	
Capital Leases				
Certificates of Participation	25	General Fund	General Fund	8,000,000
General Obligation Bonds	24	Debt Service	Debt Service	253,428,947
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (do not include OPEB):

Type of Commitment	# of Years Remaining	Funding Sources (Revenues)	Debt Service (Expenditures)	Principal Balance as of July 1, 2022-23
TOTAL:				261,428,947

Type of Commitment (continued)	Prior Year (2021-22)	Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
	Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)
Capital Leases	2,847,479			
Certificates of Participation	160,000	575,500	575,500	575,500
General Obligation Bonds	16,641,951	16,641,951	16,641,951	16,641,951
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (continued):

Type of Commitment	Prior Year (2021-22)	Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
Total Annual Payments:	19,649,430	17,217,451	17,217,451	17,217,451

Has total annual payment increased over prior year (2021-22)? No No No

S6B. Comparison of the District's Annual Payments to Prior Year Annual Payment

DATA ENTRY: Enter an explanation if Yes.

- 1a. No - Annual payments for long-term commitments have not increased in one or more of the current and two subsequent fiscal years.

Explanation:
(Required if Yes
to increase in total
annual payments)

S6C. Identification of Decreases to Funding Sources Used to Pay Long-term Commitments

DATA ENTRY: Click the appropriate Yes or No button in Item 1; if Yes, an explanation is required in Item 2.

1. Will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?

No

2. No - Funding sources will not decrease or expire prior to the end of the commitment period, and one-time funds are not being used for long-term commitment.

Explanation:
(Required if Yes)

S7. Unfunded Liabilities

Identify any changes in estimates for unfunded liabilities since first interim projections, and indicate whether the changes are the result of a new actuarial valuation.

S7A. Identification of the District's Estimated Unfunded Liability for Postemployment Benefits Other Than Pensions (OPEB)

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. First Interim data that exist (Form 01CSI, Item S7A) will be extracted; otherwise, enter First Interim and Second Interim data in items 2-4.

1 a. Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 1b-4)

Yes

b. If Yes to Item 1a, have there been changes since first interim in OPEB liabilities?

No

c. If Yes to Item 1a, have there been changes since first interim in OPEB contributions?

No

2 OPEB Liabilities	First Interim	Second Interim
	(Form 01CSI, Item S7A)	
a. Total OPEB liability	107,747,770.00	107,747,770.00
b. OPEB plan(s) fiduciary net position (if applicable)	7,667,433.00	7,667,433.00
c. Total/Net OPEB liability (Line 2a minus Line 2b)	100,080,337.00	100,080,337.00

d. Is total OPEB liability based on the district's estimate or an actuarial valuation?

Actuarial	Actuarial
Jun 30, 2022	Jun 30, 2022

3 OPEB Contributions

a. OPEB actuarially determined contribution (ADC) if available, per actuarial valuation or Alternative Measurement Method

	First Interim	Second Interim
	(Form 01CSI, Item S7A)	
Current Year (2022-23)	0.00	0.00
1st Subsequent Year (2023-24)	0.00	0.00
2nd Subsequent Year (2024-25)	0.00	0.00

b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (Funds 01-70, objects 3701-3752)

Current Year (2022-23)	3,986,213.00	3,831,060.00
1st Subsequent Year (2023-24)	3,986,213.00	3,986,213.00
2nd Subsequent Year (2024-25)	3,986,213.00	3,986,213.00

c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)

Current Year (2022-23)	4,143,849.00	4,143,849.00
1st Subsequent Year (2023-24)	4,485,438.00	4,485,438.00
2nd Subsequent Year (2024-25)	4,729,144.00	4,729,144.00

d. Number of retirees receiving OPEB benefits

Current Year (2022-23)	227	220
1st Subsequent Year (2023-24)	220	220
2nd Subsequent Year (2024-25)	220	220

4. Comments:



S7B. Identification of the District's Unfunded Liability for Self-insurance Programs

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. First Interim data that exist (Form 01CSI, Item S7B) will be extracted; otherwise, enter First Interim and Second Interim data in items 2-4.

1 a. Does your district operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB; which is covered in Section S7A) (If No, skip items 1b-4)

No

b. If Yes to item 1a, have there been changes since first interim in self-insurance liabilities?

n/a

c. If Yes to item 1a, have there been changes since first interim in self-insurance contributions?

n/a

2 Self-Insurance Liabilities

	First Interim (Form 01CSI, Item S7B)	Second Interim
a. Accrued liability for self-insurance programs		
b. Unfunded liability for self-insurance programs		

3 Self-Insurance Contributions

a. Required contribution (funding) for self-insurance programs

	First Interim (Form 01CSI, Item S7B)	Second Interim
Current Year (2022-23)		
1st Subsequent Year (2023-24)		
2nd Subsequent Year (2024-25)		

Current Year (2022-23)

1st Subsequent Year (2023-24)

2nd Subsequent Year (2024-25)

b. Amount contributed (funded) for self-insurance programs

Current Year (2022-23)		
1st Subsequent Year (2023-24)		
2nd Subsequent Year (2024-25)		

Current Year (2022-23)

1st Subsequent Year (2023-24)

2nd Subsequent Year (2024-25)

4 Comments:

S8. Status of Labor Agreements

Analyze the status of all employee labor agreements. Identify new labor agreements that have been ratified since first interim projections, as well as new commitments provided as part of previously ratified multiyear agreements; and include all contracts, including all administrator contracts (and including all compensation). For new agreements, indicate the date of the required board meeting. Compare the increase in new commitments to the projected increase in ongoing revenues, and explain how these commitments will be funded in future fiscal years.

If salary and benefit negotiations are not finalized, upon settlement with certificated or classified staff:

The school district must determine the cost of the settlement, including salaries, benefits, and any other agreements that change costs, and provide the county office of education (COE) with an analysis of the cost of the settlement and its impact on the operating budget.

The county superintendent shall review the analysis relative to the criteria and standards and may provide written comments to the president of the district governing board and superintendent.

S8A. Cost Analysis of District's Labor Agreements - Certificated (Non-management) Employees

DATA ENTRY: Click the appropriate Yes or No button for "Status of Certificated Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

Status of Certificated Labor Agreements as of the Previous Reporting Period

No

Were all certificated labor negotiations settled as of first interim projections?

If Yes, complete number of FTEs, then skip to section S8B.

If No, continue with section S8A.

Certificated (Non-management) Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2021-22)	Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
Number of certificated (non-management) full-time-equivalent (FTE) positions	798.0	860.0	848.0	836.0

1a. Have any salary and benefit negotiations been settled since first interim projections?

No

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, complete questions 6 and 7.

1b. Are any salary and benefit negotiations still unsettled?

Yes

If Yes, complete questions 6 and 7.

Negotiations Settled Since First Interim

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

--

2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?

--

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the collective bargaining agreement?

n/a

If Yes, date of budget revision board adoption:

4. Period covered by the agreement:

Begin Date:

End Date:

5. Salary settlement:

	Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
--	---------------------------	----------------------------------	----------------------------------

Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?

--	--	--

One Year Agreement

Total cost of salary settlement

--	--	--

% change in salary schedule from prior year
or

--	--	--

Multiyear Agreement

Total cost of salary settlement

--	--	--

% change in salary schedule from prior year
(may enter text, such as "Reopener")

--	--	--

Identify the source of funding that will be used to support multiyear salary commitments:

--

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits

986,680

Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
---------------------------	----------------------------------	----------------------------------

7. Amount included for any tentative salary schedule increases

0	0	0
---	---	---

Certificated (Non-management) Health and Welfare (H&W) Benefits

- Are costs of H&W benefit changes included in the interim and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
Yes	Yes	Yes
12,620,424	12,620,424	12,620,424
77.8%	77.8%	77.8%
7.5%	0.0%	0.0%

Certificated (Non-management) Prior Year Settlements Negotiated Since First Interim Projections

Are any new costs negotiated since first interim projections for prior year settlements included in the interim?

No

If Yes, amount of new costs included in the interim and MYPs

If Yes, explain the nature of the new costs:

Certificated (Non-management) Step and Column Adjustments

- Are step & column adjustments included in the interim and MYPs?
- Cost of step & column adjustments
- Percent change in step & column over prior year

Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
Yes	Yes	Yes
1,095,725	1,109,969	1,124,399
1.3%	1.3%	1.3%

Certificated (Non-management) Attrition (layoffs and retirements)

- Are savings from attrition included in the interim and MYPs?
- Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?

Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
Yes	Yes	Yes
Yes	Yes	Yes

Certificated (Non-management) - Other

List other significant contract changes that have occurred since first interim projections and the cost impact of each change (i.e., class size, hours of employment, leave of absence, bonuses, etc.):

S8B. Cost Analysis of District's Labor Agreements - Classified (Non-management) Employees

DATA ENTRY: Click the appropriate Yes or No button for "Status of Classified Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

Status of Classified Labor Agreements as of the Previous Reporting Period

Were all classified labor negotiations settled as of first interim projections?

If Yes, complete number of FTEs, then skip to section S8C.
If No, continue with section S8B.

No

Classified (Non-management) Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2021-22)	Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
Number of classified (non-management) FTE positions	655.0	776.0	776.0	776.0

1a. Have any salary and benefit negotiations been settled since first interim projections?

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.
If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.
If No, complete questions 6 and 7.

No

1b. Are any salary and benefit negotiations still unsettled?

If Yes, complete questions 6 and 7.

Yes

Negotiations Settled Since First Interim Projections

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

[]

2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification:

[]

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the collective bargaining agreement?

If Yes, date of budget revision board adoption:

n/a

4. Period covered by the agreement:

Begin Date:

[]

End Date:

[]

5. Salary settlement:

	Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
--	---------------------------	----------------------------------	----------------------------------

Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?

--	--	--

One Year Agreement

Total cost of salary settlement
% change in salary schedule from prior year
or

Multiyear Agreement

Total cost of salary settlement
% change in salary schedule from prior year
(may enter text, such as "Reopener")

Identify the source of funding that will be used to support multiyear salary commitments:

[]

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits

441,197

7. Amount included for any tentative salary schedule increases

	Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
	0	0	0

Classified (Non-management) Health and Welfare (H&W) Benefits

	Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
1. Are costs of H&W benefit changes included in the interim and MYPs?	Yes	Yes	Yes
2. Total cost of H&W benefits	6,575,040	6,575,040	6,575,040
3. Percent of H&W cost paid by employer	68.0%	68.0%	68.0%
4. Percent projected change in H&W cost over prior year	7.5%	0.0%	0.0%

Classified (Non-management) Prior Year Settlements Negotiated Since First Interim

Are any new costs negotiated since first interim projections for prior year settlements included in the interim?

No		
----	--	--

If Yes, amount of new costs included in the interim and MYPs

If Yes, explain the nature of the new costs:

Classified (Non-management) Step and Column Adjustments

	Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
1. Are step & column adjustments included in the interim and MYPs?	Yes	Yes	Yes
2. Cost of step & column adjustments	418,475	423,915	429,426
3. Percent change in step & column over prior year	1.3%	1.3%	1.3%

Classified (Non-management) Attrition (layoffs and retirements)

	Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
1. Are savings from attrition included in the interim and MYPs?	Yes	Yes	Yes
2. Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?	Yes	Yes	Yes

Classified (Non-management) - Other

List other significant contract changes that have occurred since first interim and the cost impact of each (i.e., hours of employment, leave of absence, bonuses, etc.):

S8C. Cost Analysis of District's Labor Agreements - Management/Supervisor/Confidential Employees

DATA ENTRY: Click the appropriate Yes or No button for "Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period

Were all managerial/confidential labor negotiations settled as of first interim projections?

No

If Yes or n/a, complete number of FTEs, then skip to S9.
If No, continue with section S8C.

Management/Supervisor/Confidential Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2021-22)	Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
Number of management, supervisor, and confidential FTE positions	79.0	80.0	80.0	80.0

1a. Have any salary and benefit negotiations been settled since first interim projections?

No

If Yes, complete question 2.
If No, complete questions 3 and 4.

1b. Are any salary and benefit negotiations still unsettled?

Yes

If Yes, complete questions 3 and 4.

Negotiations Settled Since First Interim Projections

2. Salary settlement:

	Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
--	---------------------------	----------------------------------	----------------------------------

Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?

Total cost of salary settlement			
Change in salary schedule from prior year (may enter text, such as "Reopener")			

Negotiations Not Settled

3. Cost of a one percent increase in salary and statutory benefits

143,480

	Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
--	---------------------------	----------------------------------	----------------------------------

4. Amount included for any tentative salary schedule increases

	0	0	0
--	---	---	---

Management/Supervisor/Confidential Health and Welfare (H&W) Benefits

1. Are costs of H&W benefit changes included in the interim and MYPs?
2. Total cost of H&W benefits
3. Percent of H&W cost paid by employer
4. Percent projected change in H&W cost over prior year

	Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
--	---------------------------	----------------------------------	----------------------------------

	Yes	Yes	Yes
	1,424,592	1,424,592	1,424,592
	77.8%	77.8%	77.8%
	7.5%	0.0%	0.0%

Management/Supervisor/Confidential Step and Column Adjustments

1. Are step & column adjustments included in the interim and MYPs?
2. Cost of step & column adjustments
3. Percent change in step and column over prior year

	Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
--	---------------------------	----------------------------------	----------------------------------

	Yes	Yes	Yes
	145,007	146,892	148,802
	1.3%	1.3%	1.3%

Management/Supervisor/Confidential Other Benefits (mileage, bonuses, etc.)

1. Are costs of other benefits included in the interim and MYPs?
2. Total cost of other benefits
3. Percent change in cost of other benefits over prior year

	Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
--	---------------------------	----------------------------------	----------------------------------

	No	No	No

S9.

Status of Other Funds

Analyze the status of other funds that may have negative fund balances at the end of the current fiscal year. If any other fund has a projected negative fund balance, prepare an interim report and multiyear projection for that fund. Explain plans for how and when the negative fund balance will be addressed.

S9A. Identification of Other Funds with Negative Ending Fund Balances

DATA ENTRY: Click the appropriate button in Item 1. If Yes, enter data in Item 2 and provide the reports referenced in Item 1.

1. Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?

If Yes, prepare and submit to the reviewing agency a report of revenues, expenditures, and changes in fund balance (e.g., an interim fund report) and a multiyear projection report for each fund.

2. If Yes, identify each fund, by name and number, that is projected to have a negative ending fund balance for the current fiscal year. Provide reasons for the negative balance(s) and explain the plan for how and when the problem(s) will be corrected.

ADDITIONAL FISCAL INDICATORS

The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review. DATA ENTRY: Click the appropriate Yes or No button for items A2 through A9; Item A1 is automatically completed based on data from Criterion 9.

A1. Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund? (Data from Criterion 9B-1, Cash Balance, are used to determine Yes or No)

A2. Is the system of personnel position control independent from the payroll system?

A3. Is enrollment decreasing in both the prior and current fiscal years?

A4. Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior or current fiscal year?

A5. Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?

A6. Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?

A7. Is the district's financial system independent of the county office system?

A8. Does the district have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education.)

A9. Have there been personnel changes in the superintendent or chief business official positions within the last 12 months?

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

Comments:
(optional)

A6: The District offers uncapped health benefits to vested retirees hired prior to 2013 and to age 69. A9: A new Assistant Superintendent of Business & Fiscal Services (CBO) was placed as of February 2023.

End of School District Second Interim Criteria and Standards Review

Second Interim
Actuals to Date 2022-23
Technical Review Checks
Phase - All
Display - Exceptions Only

Oxnard Elementary

Ventura County

Following is a chart of the various types of technical review checks and related requirements:

F - Fatal (Data must be corrected; an explanation is not allowed)

W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)

O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

IMPORT CHECKS

GENERAL LEDGER CHECKS

SUPPLEMENTAL CHECKS

EXPORT VALIDATION CHECKS

Second Interim
Board Approved Operating Budget 2022-23
Technical Review Checks
Phase - All
Display - Exceptions Only

Oxnard Elementary

Ventura County

Following is a chart of the various types of technical review checks and related requirements:

- F - Fatal (Data must be corrected; an explanation is not allowed)
- W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
- O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

IMPORT CHECKS

CHK-RESOURCExOBJECTA - (Warning) - The following combinations for RESOURCE and OBJECT (objects 8000 through 9999, except for 9791, 9793, and 9795) are invalid. Data should be corrected or narrative must be provided explaining why the exception(s) should be considered appropriate.

Exception

ACCOUNT FD - RS - PY - GO - FN - OB	RESOURCE	OBJECT	VALUE
01-3213-0-0000-0000-9740	3213	9740	\$18,337,483.00
Explanation: At First Interim, Resource 3213 was allowed a restricted balance, without a TRC error.			
01-3327-0-0000-0000-9740	3327	9740	\$158,192.00
Explanation: At First Interim, Resource 3327 was allowed a restricted balance, without a TRC error.			

GENERAL LEDGER CHECKS

SUPPLEMENTAL CHECKS

EXPORT VALIDATION CHECKS

Second Interim
Original Budget 2022-23
Technical Review Checks
Phase - All
Display - Exceptions Only

Oxnard Elementary

Ventura County

Following is a chart of the various types of technical review checks and related requirements:

- F - Fatal (Data must be corrected; an explanation is not allowed)
- WWC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
- O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

IMPORT CHECKS

CHK-RESOURCExOBJECTA - (Warning) - The following combinations for RESOURCE and OBJECT (objects 8000 through 9999, except for 9791, 9793, and 9795) are invalid. Data should be corrected or narrative must be provided explaining why the exception(s) should be considered appropriate.

Exception

ACCOUNT FD - RS - PY - GO - FN - OB	RESOURCE	OBJECT	VALUE
01-6225-0-0000-0000-9740	6225	9740	\$183,934.00
Explanation: At First Interim, Resource 6225 was allowed a restricted balance, without a TRC error.			
12-6105-0-0000-0000-9740	6105	9740	\$176,298.00
Explanation: At First Interim, Resource 6105 was allowed a restricted balance, without a TRC error.			

CHK-RESOURCExOBJECTB - (Informational) - The following combinations for RESOURCE and OBJECT (objects 9791, 9793, and 9795) are invalid:

Exception

ACCOUNT FD - RS - PY - GO - FN - OB	RESOURCE	OBJECT	VALUE
01-6225-0-0000-0000-9791	6225	9791	\$183,934.00
12-6105-0-0000-0000-9791	6105	9791	\$176,298.00

GENERAL LEDGER CHECKS

SUPPLEMENTAL CHECKS

EXPORT VALIDATION CHECKS

Second Interim
Projected Totals 2022-23
Technical Review Checks
Phase - All
Display - Exceptions Only

Oxnard Elementary

Ventura County

Following is a chart of the various types of technical review checks and related requirements:

F - Fatal (Data must be corrected; an explanation is not allowed)

W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)

O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

IMPORT CHECKS

GENERAL LEDGER CHECKS

SUPPLEMENTAL CHECKS

EXPORT VALIDATION CHECKS

CASHFLOW-PROVIDE - (Warning) - A Cashflow Worksheet (Form CASH) must be provided with your Interim reports. (Note: LEAs may use a cashflow worksheet other than Form CASH, as long as it provides a monthly cashflow projected through the end of the fiscal year.)

Exception

Explanation: An external projected Cashflow through the end of fiscal year 2022-23 is provided.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: March 15, 2023

Agenda Section: Section D: Action Items

Approval of a Variable Term Service Waiver in Pupil Personnel Services for Peter Cano for the 2022-23 School Year (Torres/Carroll)

The District is recommending that the Board of Trustees approve this action item for a Variable Term Service Waiver in Pupil Personnel Services, as described under Education Code: 44266, for Peter Cano to serve as a Mental Health Coordinator in the Pupil Services Department for the 2022-23 school year, until the employee completes a credential program and secures a credential.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources that the Board of Trustees approve the Variable Term Service Waiver in Pupil Personnel Services, as detailed above.

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: March 15, 2023

Agenda Section: Section E: Approval of Minutes

Approval of Minutes (Aguilera-Fort)

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

- March 1, 2023 Regular Meeting
- March 4, 2023 Special Meeting (9:00 a.m.)
- March 4, 2023 Special Meeting (3:00 p.m.)

FISCAL IMPACT:

N/A

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

- Attached:** [Minutes March 1 2023 Regular Board Meeting \(12 pages\)](#)
[Minutes March 4 2023 Special Board Meeting - 9am \(4 pages\)](#)
[Minutes March 4 2023 Special Board Meeting - 3pm \(4 pages\)](#)

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

Mrs. Veronica Robles-Solis, President
Ms. Jarely Lopez, Clerk, Clerk
Ms. Rose Gonzales, Member
Ms. MaryAnn Rodriguez, Member
Ms. Monica Madrigal Lopez, Member

ADMINISTRATION

Karling Aguilera-Fort, Ed.D.
District Superintendent
Dr. Anabolena DeGenna
Associate Superintendent,
Educational Services
Ms. Valerie Mitchell, MPPA
Assistant Superintendent,
Business & Fiscal Services
Natalia Torres, Ed.D.
Assistant Superintendent,
Human Resources

MINUTES REGULAR BOARD MEETING Wednesday, March 1, 2023

5:00 PM - Open Meeting
Closed Session to Follow
7:00 PM - Return to Regular Board Meeting

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

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

Watch the meeting live: osdtv.oxnardsd.org

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

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

Section A: PRELIMINARY

A.1. Call to Order and Roll Call (5:00 PM)

President Robles-Solis called the meeting to order at 5:05 p.m.

Present: Trustees Monica Madrigal Lopez, MaryAnn Rodriguez, Rose Gonzales, Jarely Lopez, and Veronica Robles-Solis. Also in attendance were Superintendent Karling Aguilera-Fort, Associate Superintendent Anabolena DeGenna, Assistant Superintendent Natalia Torres, Assistant Superintendent Valerie Mitchell, and Executive Assistant Lydia Lugo Dominguez.

A.2. Pledge of Allegiance to the Flag

Noah Vandiver, 5th grade student in Ms. Zendejas's class at Chavez School, led the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

Jaylah Elise Reyes, 4th grade student in Ms. Knaapen and Mr. Herrera's classes at Chavez School, read the district's Mission and Vision in English and Spanish.

A.4. Presentation by Chavez School

Bertha Anguiano, Principal, provided a presentation about Chavez School.

A.5. Adoption of Agenda (Superintendent)

The agenda was adopted as presented.

Motion #22-136 Adoption of Agenda as Presented

Mover: MaryAnn Rodriguez

Seconder: Rose Gonzales

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

A.6. Closed Session – Public Participation/Comment (Limit three minutes per person per topic)

There were no comments.

A.7. Closed Session

The Board convened to closed session at 5:35 p.m. to consider the following items:

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:
 - Oxnard School District et al. Central District No. CV-04304-JAK-FFM
 - Anticipated Litigation:
 - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 1 case
2. Pursuant to Section 54956.8 of the Government Code:
 - Conference with Real Property Negotiators: Property: Parcel Number 216-0-236-065
 - Agency negotiator: OSD Assistant Superintendent, Business and Fiscal Services
 - Negotiating parties: Callens Industrial Investments
 - Under negotiation: Price and Terms
 3. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:
 - Conference with Labor Negotiator: Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP
 - Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential
 4. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release
 - Resolution #22-23: Non-Reelection of Probationary and Release of Temporary Certificated Employees
 - Resolution #22-25: Releasing Certificated Administrator Employees
 - Public Employee Evaluations
 - Principals

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

The Board reconvened to open session at 7:07 p.m.

A.9. Report Out of Closed Session

President Robles-Solis reported on the following actions taken in closed session:

Motion #22-137 Approval of Resolution #22-23: Non-Reelection of Probationary and Release of Temporary Certificated Employees

Mover: Rose Gonzales

Seconder: Jarely Lopez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

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

Motion Result: Passed

Motion #22-138 Approval of Resolution #22-25: Releasing Certificated Administrator Employees

Mover: MaryAnn Rodriguez

Seconder: Rose Gonzales

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

A.10. Presentation on Dual Language Immersion (DeGenna/Fox)

Dr. Aracely Fox, Director, Teaching & Learning, provided a presentation regarding the district's Dual Language Immersion Programs.

Section B: PUBLIC COMMENT/HEARINGS

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

- Pamela Ibarra re: Family Liaison Abolishment (3 minutes donated by Dolores Mendoza)
- Ilene Poland re: Family Liaison Abolishment
- Karen Sher re: Master Construct Plan / Fremont
- Helen Perri re: Master Construct Plan / Fremont
- Teresa Salazar re: District Logo

B.2. Public Hearing for Oxnard School District 2022-2023 Safe Return to In-Person Instruction and Continuity of Service Plan (DeGenna/Thomas)

Dr. Ana DeGenna, Associate Superintendent, Educational Services, conducted a public hearing to open the public comment period for the Oxnard School District 2022-2023 Safe Return to In-Person Instruction and Continuity of Service Plan prior to its adoption at the March 15, 2023 Board meeting.

Section C: CONSENT AGENDA

The consent agenda was approved as presented.

Motion #22-139 Approval of Consent Agenda as Presented

Mover: Monica Madrigal Lopez

Seconder: MaryAnn Rodriguez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

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

C.1. Approval to Attend Out of State Conference - InstructureCon 2023 in Denver, Colorado (DeGenna/Fox)

For Bonnie Sides to attend the out of state conference InstructureCon in Denver, Colorado July 26-28, 2023, in the amount not to exceed \$3,600.00, to be paid out of ESSER II funds.

C.2. Ratification of Allocations of Contract Contingency #1 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave Elementary School Reconstruction Project (Mitchell/Miller/CFW)

As presented, at no additional fiscal impact.

C.3. Ratification of Allocations of Project Contingency #2 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave Elementary School Reconstruction Project (Mitchell/Miller/CFW)

As presented, at no additional fiscal impact.

C.4. Ratification of Allocations of Allowances #3, 4, 5 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave Elementary School Reconstruction Project (Mitchell/Miller/CFW)

As presented, at no additional fiscal impact.

C.5. Approval of the Revised Oxnard School District 2022-2023 District Work Calendars (Torres)

As presented.

Section C: APPROVAL OF AGREEMENTS

C.7. Approval of Agreement #22-214 – Percussive Storytelling (DeGenna/Shea)

To provide workshops where students craft original stories, set them to music, and perform the stories for fellow classmates, March 2, 2023 through June 16, 2023, in the amount not to exceed \$18,000.00, to be paid out of Expanded Learning Opportunity Grant funds.

C.8. Approval of Agreement #22-216 – The Music Center (DeGenna/Shea)

To provide a total of 200 Friday performances/assemblies throughout 20 schools during after school time involving music, dance, theatre and storytelling that will complement and enhance what students are learning in the classroom, March 2, 2023 through June 30, 2023, in the

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

amount not to exceed \$500,000.00, to be paid out of Expanded Learning Opportunity Grant funds.

C.9. Approval of Agreement #22-217 – Island Packers (DeGenna/Anderson-Witherspoon)

To provide 6th, 7th, and 8th grade RSP students at Marshall an educational experience that connects with their Marine Science Curriculum, March 3, 2023 and March 15, 2023, in the amount not to Exceed \$4,000.00, to be paid out of Supplemental Concentration & Title 1 Funds.

C.10. Approval of Agreement #22-218 – Woodman Ink (Aguilera-Fort)

To provide office staff and ORC's with professional development in communicating to enhance parent engagement, develop monthly newsletters to highlight the different aspects of work in the district, and assist the district with communicating the Oxnard Empowers Strategic Plan and related actions to the larger community, as well as the migration to Parent Square, March 2, 2023 through June 30, 2023, in the amount not to exceed \$11,000.00, to be paid out of Supplemental Concentration Funds.

C.11. Approval of Field Contract #FC-P23-03670 – SBS Corporation (Mitchell/Miller)

To replace concrete walkway sections at the front exterior of R.J. Frank Academy to correct several existing tripping hazards caused by root damage from several mature California Sycamore Trees, including tree removal, March 9, 2023 through April 5, 2023, in the amount of \$54,000.00, to be paid out of Deferred Maintenance funds.

C.12. Approval of Field Contract #FC-P23-03741 – Fence Factory (Mitchell/Miller)

To remove and replace damaged fencing at Marshall School along Gonzales Road, March 27, 2023 through April 5, 2023, in the amount of \$37,228.00, to be paid out of Deferred Maintenance funds.

Section C: RATIFICATION OF AGREEMENTS

C.13. Ratification of Change Order #1 for Informal Bid #21-INF-01 and Agreement #21-166 for Site Work & Installation of New Walk-In Cooler/Freezer Combo at Curren and New Walk-In Freezer at Driffill (Mitchell/Miller)

For Site Work & Installation of New Walk-In Cooler/Freezer Combo at Curren and New Walk-In Freezer at Driffill, in the amount not to exceed: \$20,305.70, to be paid out of Deferred Maintenance Funds.

C.14. Ratification of Agreement #22-215 – Art Trek Inc. (DeGenna/Cordes)

For providing instructors for on-site/in person art lessons, including materials, to K-5 grade students at Lemonwood School, February 9, 2023 through June 16, 2023, in the amount not to Exceed \$13,537.50, to be paid out of Title 1 funds.

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

Section D: ACTION ITEMS

D.1. Approval of Expanded Learning Opportunity Program Plan (DeGenna/Shea)

Dr. Ana DeGenna, Associate Superintendent, Educational Services, and Dr. Ginger Shea, Director, Enrichment & Specialized Programs, presented the Expanded Learning Opportunity Program Plan for the Board's approval.

Motion #22-140 Approval of Expanded Learning Opportunity Program Plan

Mover: MaryAnn Rodriguez

Second: Monica Madrigal Lopez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

D.2. Adoption of Resolution #22-21 Award of Sole Source Contract LEGO Education (DeGenna/Shea)

Dr. Ana DeGenna, Associate Superintendent, Educational Services and Dr. Ginger Shea, Director, Enrichment & Specialized Programs, presented Resolution #22-21 Award of Sole Source Contract LEGO Education for the Board's adoption.

Motion #22-141 Adoption of Resolution #22-21 Award of Sole Source Contract LEGO Education

Mover: Jarely Lopez

Second: Monica Madrigal Lopez

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

D.3. Acceptance of Oxnard School District Audit Report, June 30, 2022 (Mitchell/Crandall Plasencia)

Valerie Michell, Assistant Superintendent, Business & Fiscal Services and Mary Crandall Plasencia, Director of Finance, presented the Oxnard School District Audit Report, June 30, 2022 for the Board's acceptance. Peter Glenn of the audit firm Nigro & Nigro assisted with the presentation.

Motion #22-142 Acceptance of Oxnard School District Audit Report, June 30, 2022

Mover: MaryAnn Rodriguez

Second: Jarely Lopez

Moved To: Accept

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica

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

Madrigal Lopez
Motion Result: Passed

D.4. Approval of a Variable Term Service Waiver in Pupil Personnel Services for Linda Truax for the 2022-23 School Year (Torres/Carroll)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, requested the Board's approval of a Variable Term Service Waiver in Pupil Personnel Services for Linda Truax for the 2022-23 School Year.

Motion #22-143 Approval of a Variable Term Service Waiver in Pupil Personnel Services for Linda Truax for the 2022-23 School Year

Mover: Monica Madrigal Lopez

Seconder: MaryAnn Rodriguez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

D.5. Approval of a Variable Term Service Waiver in Speech Language Pathology for Diana Diaz for the 2022-23 School Year (Torres/Carroll)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, requested the Board's approval of a Variable Term Service Waiver in Pupil Personnel Services for Diana Diaz for the 2022-23 School Year.

Motion # 22-144 Approval of a Variable Term Service Waiver in Speech Language Pathology for Diana Diaz for the 2022-23 School Year

Mover: Rose Gonzales

Seconder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

D.6. Approval of Resolution #22-22 to Discontinue Classified Positions (Torres/Lin)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of Resolution #22-22 to Discontinue Classified Positions.

Motion #22-145 Approval of Resolution #22-22 to Discontinue Classified Positions

Mover: Monica Madrigal Lopez

Seconder: Jarely Lopez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

D.7. Selection of District Logo (Aguilera-Fort)

Dr. Karling Aguilera-Fort, Superintendent, presented two options for a revised district logo for the Board's consideration. The Board voted to select Option #2.

Motion #22-146 Selection of District Logo Option #2

Mover: MaryAnn Rodriguez

Seconder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 4 - Veronica Robles-Solis, Jarely Lopez, MaryAnn Rodriguez, Monica Madrigal Lopez

Abstain: 1 - Rose Gonzales

Motion Result: Passed

Section E: APPROVAL OF MINUTES

E.1. Approval of Minutes (Aguilera-Fort)

The Board approved minutes of Board meetings as presented:

- February 1, 2023 Regular Meeting
- February 15, 2023 Regular Meeting

Motion #22-147 Approval of Minutes of Board Meetings as Presented – February 1, 2023 Regular Meeting; February 15, 2023 Regular Meeting

Mover: Rose Gonzales

Seconder: MaryAnn Rodriguez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

Section F: BOARD POLICIES

F.1. Second Reading & Adoption of Revisions to BP & AR 5144.1 Suspension and Expulsion Due Process (DeGenna/Nocero)

Dr. Ana DeGenna, Associate Superintendent, Educational Services, presented the revisions to BP & AR 5144.1 Suspension and Expulsion Due Process for Second Reading and Adoption.

Motion #22-148 Second Reading & Adoption of Revisions to BP & AR 5144.1 Suspension and Expulsion Due Process

Mover: MaryAnn Rodriguez

Seconder: Monica Madrigal Lopez

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

Section G: CONCLUSION

G.1. Superintendent's Report (3 minutes)

- Student Profile
- Ms. Zermeno's Ethnic Studies Class at Fremont
- Superintendent Fellows - Qualities of Teachers
- District Spelling Bee - Winner Sophia Hori
- Driffill TK - Mr. Gandara's Class - TK Assessments
- AKA Speech Competition
- Maritza Avila - International Delegate w/ National Education Association
- National Read Across America Day - March 2nd
- March - Women's History Month

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

Rose Gonzales

- appreciation for field contracts & use of local labor
- thank you to Chavez staff & parents for presentation
- visited Lopez
- participated in Read Across America at Brekke yesterday

Monica Madrigal Lopez

- thank you to Principal Anguiano & Chavez community for starting the meeting on a great note
- thank you to Dr. Fox for biliteracy presentation
- last week read at Brekke, Kamala and Soria for Read Across America

MaryAnn Rodriguez

- enjoyed attending the Superintendent Fellows meeting
- participated in Read Across America at Brekke - looks forward to reading at other schools requests a study session on programs schools are using for drug prevention (other than Bright)

Veronica Robles-Solis

- thank you to Chavez for starting the meeting
- appreciates the presentation on ELOP Programs
- looks forward to participating in Read Across America

Closed Session

The Board reconvened to closed session at 9:38 p.m. to consider the following items:

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

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

- Oxnard School District et al. Central District No. CV-04304-JAK-FFM - Anticipated Litigation:
 - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 1 case
2. Pursuant to Section 54956.8 of the Government Code:
 - Conference with Real Property Negotiators: Property: Parcel Number 216-0-236-065
 - Agency negotiator: OSD Assistant Superintendent, Business and Fiscal Services
 - Negotiating parties: Callens Industrial Investments
 - Under negotiation: Price and Terms
 3. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:
 - Conference with Labor Negotiator:
 - Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP
 - Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential
 4. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release
 - Resolution #22-23: Non-Reelection of Probationary and Release of Temporary Certificated Employees
 - Resolution #22-25: Releasing Certificated Administrator Employees
 - Public Employee Evaluations
 - Principals

Reconvene to Open Session

The Board reconvened to open session at 9:43 p.m.

Report Out of Closed Session

There was nothing to report out.

G.3. ADJOURNMENT

President Robles-Solis adjourned the meeting at 9:44 p.m.

Motion to adjourn

Mover: Monica Madrigal Lopez

Seconder: MaryAnn Rodriguez

Moved To: Adjourn

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

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

Karling Aguilera-Fort, Ed.D.



District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this 15th day of March, 2023, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of March 1, 2023, on motion by Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

Mrs. Veronica Robles-Solis, President

Ms. Jarely Lopez, Clerk

Ms. Rose Gonzales, Member

Ms. MaryAnn Rodriguez, Member

Ms. Monica Madrigal Lopez, Member

ADMINISTRATION

Karling Aguilera-Fort, Ed.D.

District Superintendent

Dr. Anabolena DeGenna

Associate Superintendent,
Educational Services

Ms. Valerie Mitchell, MPPA

Assistant Superintendent,
Business & Fiscal Services

Natalia Torres, Ed.D.

Assistant Superintendent,
Human Resources

MINUTES

SPECIAL BOARD MEETING

Saturday, March 4, 2023

9:00 AM - Open Meeting

Lemonwood School Library - 2001 San Mateo Place, Oxnard CA 93033

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

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

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

Section A: PRELIMINARY

A.1. Call to Order and Roll Call

President Robles-Solis called the meeting to order at 9:09 a.m.

Present: Trustees Monica Madrigal Lopez, MaryAnn Rodriguez, Rose Gonzales, and Veronica Robles-Solis. Also in attendance were Superintendent Karling Aguilera-Fort, Executive Assistant Lydia Lugo Dominguez, and District General Counsel Nitasha Sawhney.

A.2. Pledge of Allegiance to the Flag

Dr. Karling Aguilera-Fort led those present in the Pledge of Allegiance.

A.3. Adoption of Agenda (Superintendent)

The agenda was adopted as presented.

Motion #22-149 Adoption of Agenda as Presented

Mover: Monica Madrigal Lopez

Seconder: Rose Gonzales

Moved To: Adopt

Ayes: 4 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Absent: 1 - Jarely Lopez

Motion Result: Passed

A.4. Closed Session – Public Participation/Comment (Limit three minutes per person per topic)

There were no comments.

A.5. Closed Session

The Board convened to closed session at 9:12 a.m. to consider the following items:

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

- Public Employee Evaluation

- District Superintendent

A.6. Reconvene to Open Session

The Board reconvened to open session at 1:23 p.m.

A.7. Report Out of Closed Session

There was nothing to report out.

A.8. Board Governance Review Session (Aguilera-Fort/GHS)

General Counsel Nitasha Sawhney facilitated a session relative to Board Governance.

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

Section G: CONCLUSION

G.1. ADJOURNMENT

President Robles-Solis adjourned the meeting at 2:36 p.m.

Motion to adjourn

Mover: Veronica Robles-Solis

Secunder: MaryAnn Rodriguez

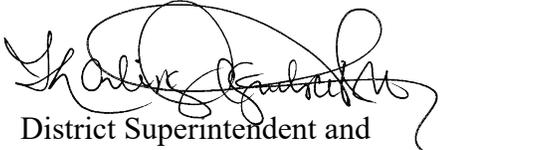
Moved To: Adjourn

Ayes: 4 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Absent: 1 - Jarely Lopez

Motion Result: Passed

Karling Aguilera-Fort, Ed.D.



District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this 15th day of March, 2023, the Board of Trustees of the Oxnard School District approves the Minutes of the Special Board Meeting of March 4, 2023 (9:00 a.m.), on motion by Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct
March 4, 2023 (9:00 a.m.)

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

Mrs. Veronica Robles-Solis, President

Ms. Jarely Lopez, Clerk

Ms. Rose Gonzales, Member

Ms. MaryAnn Rodriguez, Member

Ms. Monica Madrigal Lopez, Member

ADMINISTRATION

Karling Aguilera-Fort, Ed.D.

District Superintendent

Dr. Anabolena DeGenna

Associate Superintendent,
Educational Services

Ms. Valerie Mitchell, MPPA

Assistant Superintendent,
Business & Fiscal Services

Natalia Torres, Ed.D.

Assistant Superintendent,
Human Resources

MINUTES

SPECIAL BOARD MEETING

Saturday, March 4, 2023

3:00 p.m. - Open Meeting

Lemonwood School Library - 2001 San Mateo Place, Oxnard CA 93033

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

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

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

March 4, 2023 (3:00 p.m.)

Section A: PRELIMINARY

A.1. Call to Order and Roll Call

President Robles-Solis called the meeting to order at 3:00 p.m.

Present: Trustees Monica Madrigal Lopez, MaryAnn Rodriguez, Rose Gonzales, and Veronica Robles-Solis. Also in attendance were Superintendent Karling Aguilera-Fort, Executive Assistant Lydia Lugo Dominguez, and District General Counsel Nitasha Sawhney.

A.2. Adoption of Agenda (Superintendent)

The agenda was adopted as presented.

Motion #22-150 Adoption of Agenda as Presented

Mover: Rose Gonzales

Secunder: Monica Madrigal Lopez

Moved To: Adopt

Ayes: 4 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Absent: 1 - Jarely Lopez

Motion Result: Passed

Section B: PUBLIC COMMENT/HEARINGS

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

There were no comments.

Section D: ACTION ITEMS

D.1. Consider Approval of Resolution #22-27 to Authorize Purchase Agreement and Escrow Instructions for Purchase of Real Property at 3050 Camino Del Sol, Oxnard, CA 93030 (Aguilera-Fort/Mitchell)

Superintendent Aguilera-Fort recommended the Board's adoption of Resolution #22-27 to Authorize Purchase Agreement and Escrow Instructions for Purchase of Real Property at 3050 Camino Del Sol, Oxnard.

Motion #22-151 Adoption of Resolution #22-27 to Authorize Purchase Agreement and Escrow Instructions for Purchase of Real Property at 3050 Camino Del Sol, Oxnard, CA 93030

Mover: MaryAnn Rodriguez

Secunder: Monica Madrigal Lopez

Moved To: Adopt

Ayes: 4 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

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

Absent: 1 - Jarely Lopez

Motion Result: Passed

Section G: CONCLUSION

G.1. ADJOURNMENT

President Robles-Solis adjourned the meeting at 3:04 p.m.

Motion to adjourn

Mover: Veronica Robles-Solis

Seconder: Monica Madrigal Lopez

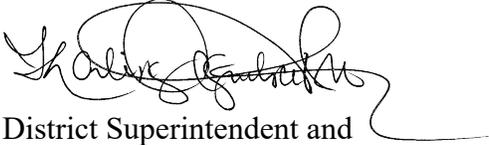
Moved To: Adjourn

Ayes: 4 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Absent: 1 - Jarely Lopez

Motion Result: Passed

Karling Aguilera-Fort, Ed.D.



District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this 15th day of March, 2023, the Board of Trustees of the Oxnard School District approves the Minutes of the Special Board Meeting of March 4, 2023 (3:00 p.m.), on motion by Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: March 15, 2023

Agenda Section: Section G: Conclusion

Superintendent's Report (3 minutes)

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

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

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: March 15, 2023

Agenda Section: Section G: Conclusion

Trustees' Announcements (3 minutes each speaker)

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: March 15, 2023

Agenda Section: Section G: Conclusion

ADJOURNMENT

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

Karling Aguilera-Fort, Ed. D.

District Superintendent and Secretary to the Board of Trustees

This notice is posted in conformance with the provisions of Chapter 9 of the Government Code, in the front of the Educational Services Center; 1051 South A Street , Oxnard, California by 5:00 p.m. on Friday, March 10th, 2023.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A