

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

Mrs. Debra M. Cordes, President
Mrs. Veronica Robles-Solis, Clerk
Ms. Monica Madrigal Lopez, Member
Ms. Jarely Lopez, Member
Ms. Katalina Martinez, Member

ADMINISTRATION

Karling Aguilera-Fort, Ed.D.
District Superintendent
Ruth F. Quinto, CPA
Assistant Superintendent,
Business & Fiscal Services
Dr. Victor M. Torres
Assistant Superintendent,
Human Resources
Dr. Anabolena DeGenna
Assistant Superintendent,
Educational Services

AGENDA

REGULAR BOARD MEETING

Wednesday, September 22, 2021

5:00 PM - Study Session

5:30 PM - Closed Session to Follow

7:00 PM - Return to Regular Board Meeting

REGULAR (HYBRID) MEETING - ONLINE FOR THE PUBLIC DUE TO COVID-19 - VIA ZOOM

To watch and provide public comment, join from a PC, Mac, iPad, iPhone, or Android device:

Please click this URL to join. <https://zoom.oxnardsd.org>

Or join by phone:

Dial (for higher quality, dial a number based on your current location)

US: +1 669 900 6833

Webinar ID: 893 0955 0180

***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.

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

September 22, 2021

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 ____, Lopez ____, Martinez ____, Robles-Solis ____, Cordes ____

A.2. Pledge of Allegiance to the Flag

Mrs. Mary Elisondo, Principal, Marshall School, will introduce Ruben Juarez, 3rd grade student in Ms. Roman's class, and Sophia Juarez, 5th grade student in Ms. Harrell's and Mr. Angeles's class, who will lead the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

The District's Mission and Vision Statement will be read in English by Aliayah Indyanna Flores, 8th grade student in Ms. Mejia's class at Marshall School, and in Spanish by Luis Elenes Sosa, 4th grade student in Ms. Sabalett's class at Marshall School.

A.4. Presentation by Marshall School

Mrs. Mary Elisondo, Principal, Marshall School, will provide a short presentation to the Board regarding Marshall. 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 ____, Lopez ____, Martinez ____, Robles-Solis ____, Cordes ____

A.6. Study Session - Counseling Services (DeGenna/Nocero)

The Board will receive a presentation on the district's counseling services for students.

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

Instructions on How to Comment on ZOOM Via Web or Phone are Available at:

<https://support.zoom.us/hc/en-us/articles/201362663> -Joining-a-meeting-by-phone.

<https://support.zoom.us/hc/en-us/articles/205566129> -Raise-Hand-In-Webinar. Persons wishing to address the Board of Trustees on any agenda item identified in the Closed Session agenda may do so. 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

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

Conference with Labor Negotiator:

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

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

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

- Public Employee(s) Discipline/Dismissal/Release
- Public Employee(s) Appointment
 - Assistant Principal

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

A.10. Report Out of Closed Session

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

A.11. Introduction of Newly Appointed Oxnard School District Administrators (Aguilera-Fort)

Introduction of Newly Appointed Oxnard School District Administrators:

- Shirly Barrett, Grounds Manager
- Juanita Marquez, Accounting Manager/Internal Auditor

Section B: PUBLIC COMMENT/HEARINGS

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

Instructions on how to comment on Zoom via web or phone are available at:

<https://support.zoom.us/hc/en-us/articles/201362663> -Joining-a-meeting-by-phone.

<https://support.zoom.us/hc/en-us/articles/205566129> -Raise-Hand-In-Webinar.

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.

Las instrucciones para comentar en Zoom vía video conferencia o por teléfono están disponibles en:

<https://support.zoom.us/hc/en-us/articles/201362663> -Joining-a-meeting-by-phone.

<https://support.zoom.us/hc/en-us/articles/205566129> -Raise-Hand-In-Webinar.

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

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

Section C: CONSENT AGENDA

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

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Lopez ____, Martinez ____, Robles-Solis ____, Cordes ____

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

C.1. Personnel Actions (Torres/Batista/Nair)

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

C.2. Establishment and Abolishment of Positions (Torres/Nair)

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

C.3. Enrollment Report (Quinto)

District enrollment as of August 31, 2021 was 14,392. This is 733 less than the same time last year.

C.4. Purchase Order/Draft Payment Report #21-02 (Quinto/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 Report #21-02, as submitted.

C.5. Oxnard School District Revised 2020/2021 Year-end Unaudited Actuals Financial Report (Quinto/Crandall Plasencia)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees accept the Oxnard School District Revised 2020/2021 Unaudited Actual Financial Information and authorize its filing with the Ventura County Office of Education.

Section C: APPROVAL OF AGREEMENTS

It is recommended that the Board approve the following agreements:

C.6. Approval of Agreement #21-110 – Latino Film Institute Youth Cinema Project (Aguilera-Fort/DeGenna/Shea)

It is the recommendation of the Superintendent, the Assistant Superintendent, Educational

Services, and the Director, Enrichment & Special Programs, that the Board of Trustees approve Agreement #21-110 with the Latino Film Institute Youth Cinema Project, to teach students at Chavez and Lopez Schools the process of making movies and support the students in creating their own movie projects (including students enrolled in the summer programs), September 23, 2021 through August 15, 2023, in the amount not to exceed \$254,759.25 for both fiscal years, to be paid out of Title I funds.

C.7. Approval of Agreement #21-115 – Blackboard Inc. (Aguilera-Fort)

It is the recommendation of the Superintendent that the Board of Trustees approve Agreement #21-115 with Blackboard Inc., to provide training and virtual support for the district's website and communication systems, September 23, 2021-September 22, 2022, in the amount of \$12,916.00, to be paid out of Title 1 funds.

C.8. Approval of Agreement #21-123 – CFW Advisory Services, LLC (Aguilera-Fort)

It is the recommendation of the Superintendent that the Board of Trustees approve Agreement #21-123 with CFW Advisory Services, LLC., to provide financial consulting and advisory services in connection with the issuance of General Obligation Bonds and other financial transactions. September 23, 2021 through June 30, 2024. Fees for financial consulting and advisory services are contingent on the sale of bonds, certificates, notes, and other securities and payable from the proceeds generated from such transactions, or the District's construction fund, and do not impact the District's General Fund.

Section C: RATIFICATION OF AGREEMENTS

It is recommended that the Board ratify the following agreements:

C.9. Ratification of Agreement #21-109 – Kern County Superintendent of Schools (DeGenna/Nocero)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-109 with Kern County Superintendent of Schools, to administer the Medi-Cal Administrative Activities (MAA) claiming process and establish a means of claiming reimbursement from the Department of Health Care Services (DHCS) for costs necessary for the proper and efficient administration of the Medi-Cal Program as set forth in Welfare and Institutions Code section 14132.47, at no cost to Oxnard School District.

C.10. Ratification of Agreement #21-111 – Acceleration Behavioral Therapies (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-111 with Acceleration Behavioral Therapies, to provide consultant services to the Special Education Services Department that consist of applied behavioral therapy and related services, including direct behavioral intervention, development, implementation, and supervision for students as requested or assigned by their school for services, September 1, 2021 through June 30, 2022, in the amount not to exceed \$500,000.00, to be paid out of Special Education Funds.

C.11. Ratification of Agreement #21-112 – California State University Northridge (Torres/Batista)

It is the recommendation of the Director, Certificated Human Resources, and the Assistant Superintendent, Human Resources, that the Board of Trustees ratify Agreement #21-112 with California State University Northridge, to provide student teaching experience through practice

teaching to students enrolled in teacher training curricula of California State University Northridge, July 1, 2021 through June 30, 2022, at no cost to Oxnard School District.

C.12. Ratification of Agreement #21-113 – HopSkipDrive, Inc. (Quinto/Briscoe)

It is the recommendation of the Director of Transportation, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees ratify Agreement #21-113 with HopSkipDrive, Inc., to supplement the districts’ transportation programs using sedans, mini-vans, and SUV’s to assist in transporting McKinney-Vento, special-needs, out of district students, and hard-to-serve trips to and from school, as the need may arise, September 2, 2021 through June 30, 2022, in the amount not to exceed \$75,000.00, to be paid out of the General Fund.

C.13. Ratification of Amendment #1 to Agreement #21-38 – ALC Schools, LLC (Aguilera-Fort/Quinto/Briscoe)

It is the recommendation of the Superintendent, the Assistant Superintendent, Business & Fiscal Services, and the Director of Transportation, that the Board of Trustees ratify Amendment #1 to Agreement #21-38 with ALC Schools, LLC, for a rate increase due to the current driver shortages in the Southern California area. The original amount of the Agreement remains unchanged.

Section D: ACTION ITEMS

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

D.1. Approval of Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) Between the Oxnard School District and Balfour Beatty Construction LLC to Provide Lease-Lease-Back Construction Services for the Rose Avenue Elementary School Reconstruction Project (Quinto/Miller/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees approve the Guaranteed Maximum Price (GMP) according to Amendment #001 and Lease-Leaseback Agreements #17-158, #17-159 and #17-160, with Balfour Beatty Construction LLC to provide Construction Services related to the Rose Avenue Elementary School Reconstruction Project under the Master Construct & Implementation Funds Program, utilizing the Lease-Leaseback method of delivery, pursuant to Section 17406 of the California Education Code, in the amount of \$41,678,393.00, to be paid out of Master Construct and Implementation Funds. This amount includes a GMP Contingency of \$1,695,042.00.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Lopez ____, Martinez ____, Robles-Solis ____, Cordes ____

D.2. Consideration and Approval of Amendment #003 to Agreement #17-49 with IBI Group to Provide Additional Architectural and Design Services for the Rose Avenue School Reconstruction Project (Quinto/Miller/CFW)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the

Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees approve Amendment #003 to Agreement 17-49 for additional Architectural Services for the Rose Avenue School Reconstruction Project, in the amount of \$122,650.00, to be paid from Master Construct and Implementation Funds allocated from the project budget as approved by the Board in the June 23, 2021 Six-month update.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Lopez ____, Martinez ____, Robles-Solis ____, Cordes ____

D.3. Approval of a Variable Term Service Waiver in Speech Language Pathology for the 2021-22 School Year for Alexa Hanson (Torres/Batista)

It is the recommendation of the Assistant Superintendent of Human Resources and the Director, Certificated Human Resources that the Board of Trustees approve the Variable Term Service Waiver in Speech Language Pathology for Alexa Hanson, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Lopez ____, Martinez ____, Robles-Solis ____, Cordes ____

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:

Time Adjourned _____

ROLL CALL VOTE:

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

Madrigal Lopez ____, Lopez ____, Martinez ____, Robles-Solis ____, Cordes ____

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, September 17, 2021.

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: September 22, 2021

Agenda Section: Section A: Study Session

Study Session - Counseling Services (DeGenna/Nocero)

The Assistant Superintendent, Educational Services, and the Director of Pupil Services will provide a presentation on the district's counseling services for students.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Information only.

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: September 22, 2021

Agenda Section: Section A: Preliminary

Introduction of Newly Appointed Oxnard School District Administrators (Aguilera-Fort)

Introduction of Newly Appointed Oxnard School District Administrators:

- Shirly Barrett, Grounds Manager
- Juanita Marquez, Accounting Manager/Internal Auditor

FISCAL IMPACT:

Informational only.

RECOMMENDATION:

The newly appointed administrators will be introduced to the Board of Trustees.



OXNARD SCHOOL DISTRICT

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

Oxnard School District Encourages Remote, Online Public Participation For Oxnard School District's Board Meetings

During the COVID-19 pandemic, the Oxnard School District is committed to public input and participation in school district governance in a manner that is consistent with shelter in place guidance provided by public health officials. The District highly encourages remote, online participation in order to promote the safety and health of our community.

The Oxnard School District has taken the following steps to utilize technology to facilitate public participation during our upcoming board meetings in order to comply with public health guidance during the COVID-19 pandemic:

1. **Watch the meeting live.** The Oxnard School District Board meeting will be live streamed on the District's website at www.osdtv.oxnardsd.org and will also be shown on the following cable TV channels: Charter Spectrum Cable- Channel 20 and Frontier communication – Channel 37
2. **Public comment in advance.** We encourage members of the public to submit public comment in advance of the meeting. Public comment may be emailed to OSD_BoardMeetings@oxnardsd.org. In addition, please feel free to bring your written comment to the District Office between 9:00 and 12:00 p.m., you can also drop off your written comment at the District Office mail box located outside the front office, until 4:00 p.m. before the meeting. Please identify if the public comment is for a non-agenda or agendized item. If your public comment is for an agendized item, please identify clearly the agenda item number and title in your email. Any written testimony for public comment submitted via email before 11:00 am the day of the meeting will be provided to the Board members electronically or in written format. All public comments receive before the meeting will become part of the meeting archive.
3. **Public comment during the meeting.** Members of the public can join the Zoom Meeting from a computer via Zoom at [ZOOM.OXNARDSD.ORG](https://zoom.us/j/11118), mobile device, tablet or by phone. The Zoom meeting information will be provided in every board meeting agenda. You can find the meeting information on the following webpage page <https://www.oxnardsd.org/Page/11118> as long as needed during the COVID-19 pandemic.

In order to facilitate effective remote participation for all, please remember a few courtesies of conference calls if you opt to use Zoom for the purpose of providing public comment:

- Please do not put the call on hold.
- Please do not have the television/website transmission of the meeting playing while you are speaking as you provide public comment. You must minimize background noise.

We ask that you please be patient as we adjust to these changes and implement these new modalities for connection and public engagement. We are committed to making our meetings as accessible as practicable during unprecedented times, but if you need additional accommodations or support for remote participation in advance of the meeting, please contact Monica Noriega at mnoriega@oxnardsd.org or Lydia Lugo Dominguez at [ljugodominguez@oxnardsd.org](mailto:lugodominguez@oxnardsd.org) or call 805-385-1501, ext. 2032.



OXNARD SCHOOL DISTRICT

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El Distrito Escolar de Oxnard alienta la participación pública a distancia en línea en las reuniones de la Junta Directiva de Educación

Durante la pandemia COVID-19, el Distrito Escolar de Oxnard tiene el compromiso de acoger el aporte y la participación del público en el gobierno del distrito escolar de una manera consistente con la recomendación de las autoridades de salud pública de refugiarse en el lugar (permanecer en casa). El Distrito alienta firmemente la participación a distancia en línea, con el fin de fomentar la seguridad y salud de nuestra comunidad.

Con el fin de cumplir con las indicaciones de las autoridades de salud pública durante la pandemia COVID-19, el Distrito Escolar de Oxnard ha adoptado medidas para facilitar la participación pública en las próximas reuniones de la Junta Directiva de Educación a través de los siguientes medios tecnológicos:

1. **Vea la reunión en vivo.** La reunión de la Junta Directiva de Educación del Distrito Escolar de Oxnard será transmitida en el sitio web del Distrito en www.osdtv.oxnardsd.org y también será transmitida por los siguientes canales de televisión por cable: Charter Spectrum Cable - Canal 20 y Frontier Communication - Canal 37.
2. **Comentarios del público por adelantado.** Recomendamos a los miembros de público enviar sus comentarios con anticipación, antes de la reunión. Los comentarios del público pueden ser enviados por correo electrónico a OSD_BoardMeetings@oxnardsd.org. Además, puede traer sus comentarios a la Oficina del Distrito entre las 9:00 de la mañana y 12 del mediodía. También puede depositar su comentario en el buzón de correo que se encuentra afuera de la oficina, hasta las 4:00 de la tarde del día de la reunión. Por favor indique si el comentario público es sobre un tema que está en la agenda o no lo es. Si su comentario público es sobre un tema que está incluido en la agenda, por favor indique con claridad en su correo electrónico, el número y el título del tema. Toda declaración por escrito sobre comentarios públicos recibida vía correo electrónico antes de las 11:00 de la mañana del día en que tendrá lugar la reunión, será entregada a la Junta Directiva por vía electrónica o por escrito. Todos los comentarios del público recibidos antes de la reunión formarán parte de los archivos de la reunión.
3. **Comentarios del público durante la reunión.** Los miembros del público también pueden participar en la reunión para proporcionar sus comentarios vía videoconferencia Zoom en [ZOOM.OXNARD.ORG](https://zoom.us/j/11118), desde una computadora, dispositivo electrónico, tableta o teléfono. Puede encontrar la información de la reunión Zoom en la agenda de cada reunión. La información sobre la reunión se encuentra en la siguiente página de nuestro sitio web <https://www.oxnardsd.org/Page/11118> mientras sea necesario durante la pandemia COVID-19.

Con el fin de facilitar una participación a distancia efectiva para todos, por favor recuerde algunas de las reglas de cortesía de las conferencias telefónicas, si decide utilizar Zoom con el propósito de proporcionar su comentario público:

- Por favor no ponga la llamada en espera.
- Por favor no mantenga encendida la transmisión de la reunión en la televisión/el sitio web mientras expresa su comentario público. Debe minimizar el ruido de fondo.

Les rogamos que tengan paciencia conforme nos ajustamos a estos cambios e implementamos estas nuevas formas de conexión y participación pública. Tenemos el compromiso de hacer que estas reuniones sean accesibles en la medida de lo posible, durante esta época sin precedentes. Sin embargo si usted necesita adaptaciones o apoyo adicionales para la participación a distancia, antes de la reunión, por favor contacte a Monica Noriega en mnoriega@oxnardsd.org o a Lydia Lugo Dominguez en llugodominguez@oxnardsd.org o llame al 805-385- 1501, ext. 2032.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: September 22, 2021

Agenda Section: Section C: Consent Agenda

Personnel Actions (Torres/Batista/Nair)

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, Human Resources, the Director, Certificated Human Resources, and the Director, Classified Human Resources, that the Board of Trustees approve the Personnel Actions, as presented.

ADDITIONAL MATERIALS:

Attached: [Personnel Actions 09.22.2021 \(3 pgs\).pdf](#)

CERTIFICATED PERSONNEL ACTIONS

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

New Hires

Arias, Angelica	School Counselor	2021/2022 SY
Gonzales, Kelly	Math Teacher	2021/2022 SY
Hanson, Alexa	Speech Language Pathologist	2021/2022 SY
Inda-Ramirez, Mariela	School Counselor	2021/2022 SY
Jara, Samantha	School Counselor	2021/2022 SY
Mancilla, Aaron	Math Teacher	2021/2022 SY
Mares Lopez, Maricela	Spanish Teacher	2021/2022 SY
Morales, Brizet	School Counselor	2021/2022 SY
Murillo, Yenesys	School Counselor	2021/2022 SY
Olivares, Rury	Sped Teacher, Mild to Moderate	2021/2022 SY
Spalluto, Katie	SPED Teacher, Mild to Moderate	2021/2022 SY
Ajanaku, Zakiya	Substitute Teacher	2021/2022 SY
Hardy, Kelly	Substitute Teacher	2021/2022 SY
Kauffman, Christopher	Substitute Teacher	2021/2022 SY
Trevor, Tiffany	Substitute Teacher	2021/2022 SY
Jenks, Anne	Substitute Administrator	2021/2022 SY

Resignation

Vargas, Alejandra	Spanish Teacher	August 31, 2021
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CLASSIFIED PERSONNEL ACTIONS

New Hire

Adams, Jonathan S.	Paraeducator II, Position #2699 Frank 5.75 hrs./183 days	08/23/2021
Bernal, Jose M.	Custodian, Position #6448 Driffill 4.0 hrs./246 days	09/09/2021
Garcia, Brandon R.	Paraeducator II, Position #973 Special Education 5.75 hrs./183 days	09/08/2021
Villalobos Santibanez, Julieta	Paraeducator III, Position #977 McAuliffe 5.75 hrs./183 days	08/23/2021

Limited Term/Substitute

Aguillon, Laura E.	Paraeducator (substitute)	08/23/2021
Almanza, Sanjuana	Campus Assistant (substitute)	08/26/2021
Coronado, Stephanie L.	Clerical (substitute)	09/02/2021
Lopez, Leticia	Campus Assistant (substitute)	08/24/2021
Marin, Lionel	Custodian (substitute)	09/13/2021
Miramontes, Eva Y.	Child Nutrition Worker (substitute)	08/23/2021
Perez, Lorenzo O.	Custodian (substitute)	09/08/2021
Quila, Martina	Child Nutrition Worker (substitute)	08/23/2021
Rodriguez, Anthony W.	Custodian (substitute)	09/07/2021
Vargas, Melisa R.	Paraeducator (substitute)	09/02/2021

Leave of Absence

Cerda, Pilar C.	Child Nutrition Worker, Position #1830 Marshall 5.0 hrs./185 days	09/10/2021
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Resignation

Alonso, Raul D.	Maintenance Worker I, Position #5844 Facilities 8.0 hrs./246 days	09/17/2021
Ayala Areyalo, Louis J.	Technology Services Technician, Position #9939 Information Technology 8.0 hrs./221 days	09/17/2021
Castellanos, Sandra G.	Campus Assistant, Position #8001 Lopez 5.0 hrs./180 days	06/17/2021
French, Mary J.	Human Resources Technician, Position #10292 Certificated Human Resources 8.0 hrs./246 days	08/24/2021
Gutierrez, JuanCarlo	Paraeducator I, Position #7170 Curren 3.167 hrs./183 days	09/14/2021
Harris, Laura L.	Health Care Technician, Position #10401 Pupil Services 7.0 hrs./183 days	09/06/2021
Jara, Samantha	Outreach Specialist, Position #2561 Brekke 8.0 hrs./180 days	09/03/2021
Lore, Mahogany	Special Education Data Technician, Position #8591 Special Education 8.0 hrs./246 days	09/22/2021
Lua, Cynthia	Speech Language Pathology Assistant, Position #9296 San Miguel 8.0 hrs./183 days	09/21/2021
Macias, Dayana	Paraeducator II, Position #7236	08/17/2021

Molina, Elisa J.	Ramona 5.75 hrs./183 days Health Care Technician, Position #10400	08/27/2021
Rodriguez, Michelle I.	Pupil Services 7.0 hrs./183 days Paraeducator II, Position #1805	09/03/2021
Vazquez, Teresa G.	Chavez 5.75 hrs./183 days Outreach Specialist, Position #2686	06/17/2021
Velasco, Jennifer C.	Ritchen 8.0 hrs./180 days Paraeducator II, Position #616	08/31/2021
	Brekke 5.75 hrs./183 days	

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: September 22, 2021

Agenda Section: Section C: Consent Agenda

Establishment and Abolishment of Positions (Torres/Nair)

Establish

an eight-hour 183-day Speech Language Pathology Assistant position number 10561 to be established in the Special Education department. This position will be established to support increased speech caseloads.

an eight-hour 183-day Speech Language Pathology Assistant position number 10562 to be established in the Special Education department. This position will be established to support increased speech caseloads.

an eight-hour 183-day Speech Language Pathology Assistant position number 10563 to be established in the Special Education department. This position will be established to support increased speech caseloads.

an eight-hour 183-day Speech Language Pathology Assistant position number 10564 to be established in the Special Education department. This position will be established to support increased speech caseloads.

an eight-hour 246-day Grounds Maintenance Lead position number 10574 to be established in the Facilities department. This position will be established to replace Grounds Maintenance Worker I position number 5843.

an eight-hour 246-day Grounds Maintenance Lead position number 10575 to be established in the Facilities department. This position will be established to replace Grounds Maintenance Worker I position number 1335.

a four-hour 183-day Preschool Teacher position number 10581 to be established in the Early Childhood Programs department. This position will be established to support either AM or PM preschool sessions.

a five hour and forty-five minute 183-day Paraeducator II position number 10594 to be established in the Special Education department. This position will be established to provide additional support.

a five hour and forty-five minute 183-day Paraeducator II position number 10570 to be established at Ritchen school. This position will be established to provide additional support for a new classroom.

a two-hour 183-day Paraeducator II position number 10572 to be established at Brekke school. This position will be established to provide support as a Bus Health Aid.

a five hour and forty-five minute 183-day Paraeducator II position number 10573 to be established at Ritchen school. This position will be established to provide additional support for a new classroom.

an eight-hour 183-day Paraeducator III (Behavior) position number 10600 to be established in the Special Education department. This position will be established to replace Registered Behavior Technician position number 9242.

an eight-hour 183-day Paraeducator III (Behavior) position number 10601 to be established in the Special Education department. This position will be established to replace Registered Behavior Technician position number 9244.

Abolish

an eight-hour 210-day Accounting Specialist III position number 520 to be abolished in the Child Nutrition Services department. This position will be abolished as it has been replaced with Child Nutrition Operations Specialist position number 10374.

an eight-hour 246-day Grounds Maintenance Worker I position number 5843 to be abolished in the Facilities department. This position will be abolished as it will be replaced with a new Grounds Maintenance Lead position number 10574.

an eight-hour 246-day Grounds Maintenance Worker I position number 1335 to be abolished in the Facilities department. This position will be abolished as it will be replaced with a new Grounds Maintenance Lead position number 10575.

an eight-hour 203-day Registered Behavior Technician position number 9242 to be abolished in the Special Education department. This position will be abolished as it will be replaced with a new Paraeducator III (Behavior) position number 10600.

an eight-hour 203-day Registered Behavior Technician position number 9244 to be abolished in the Special Education department. This position will be abolished as it will be replaced with a new Paraeducator III (Behavior) position number 10601.

a five-hour and forty-five minute 183-day Paraeducator II position number 10480 to be abolished in the Special Education department. This position will be abolished as it is a duplicate position.

a five-hour and forty-five minute 183-day Paraeducator III position number 2401 to be abolished at Soria school. This position will be abolished due to lack of work.

a five-hour and forty-five minute 183-day Paraeducator III position number 1079 to be abolished at McAuliffe school. This position will be abolished due to lack of work.

a five-hour and forty-five minute 183-day Paraeducator III position number 2105 to be abolished in the Special Education department. This position will be abolished as it is a duplicate position.

a five-hour and forty-five minute 183-day Paraeducator III position number 8000 to be abolished at

Frank school. This position will be abolished due to lack of work.

FISCAL IMPACT:

Cost for 4 Speech Language Pathology Assistants: \$335,088 Special Education funds

Cost for 2 Grounds Maintenance Leads: \$200,466 General funds

Cost for 1 Preschool Teacher: \$30,209 Child Development funds

Cost for 5 Paraeducator IIs: \$131,687 Special Education Funds

Cost for 1 Accounting Specialist III: \$77,922 Child Nutrition Services funds

Cost for 2 Grounds Maintenance Worker Is: \$146,812 General funds

Cost for 2 Registered Behavior Technicians: \$130,490 Special Education funds

Cost for 6 Paraeducator IIIs: \$268,332 Special Education funds

RECOMMENDATION:

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

OSD BOARD AGENDA ITEM

Name of Contributor: Ruth F. Quinto, CPA

Date of Meeting: September 22, 2021

Agenda Section: Section C: Consent Agenda

Enrollment Report (Quinto)

District enrollment as of August 31, 2021 was 14,392. This is 733 less than the same time last year.

FISCAL IMPACT:

None.

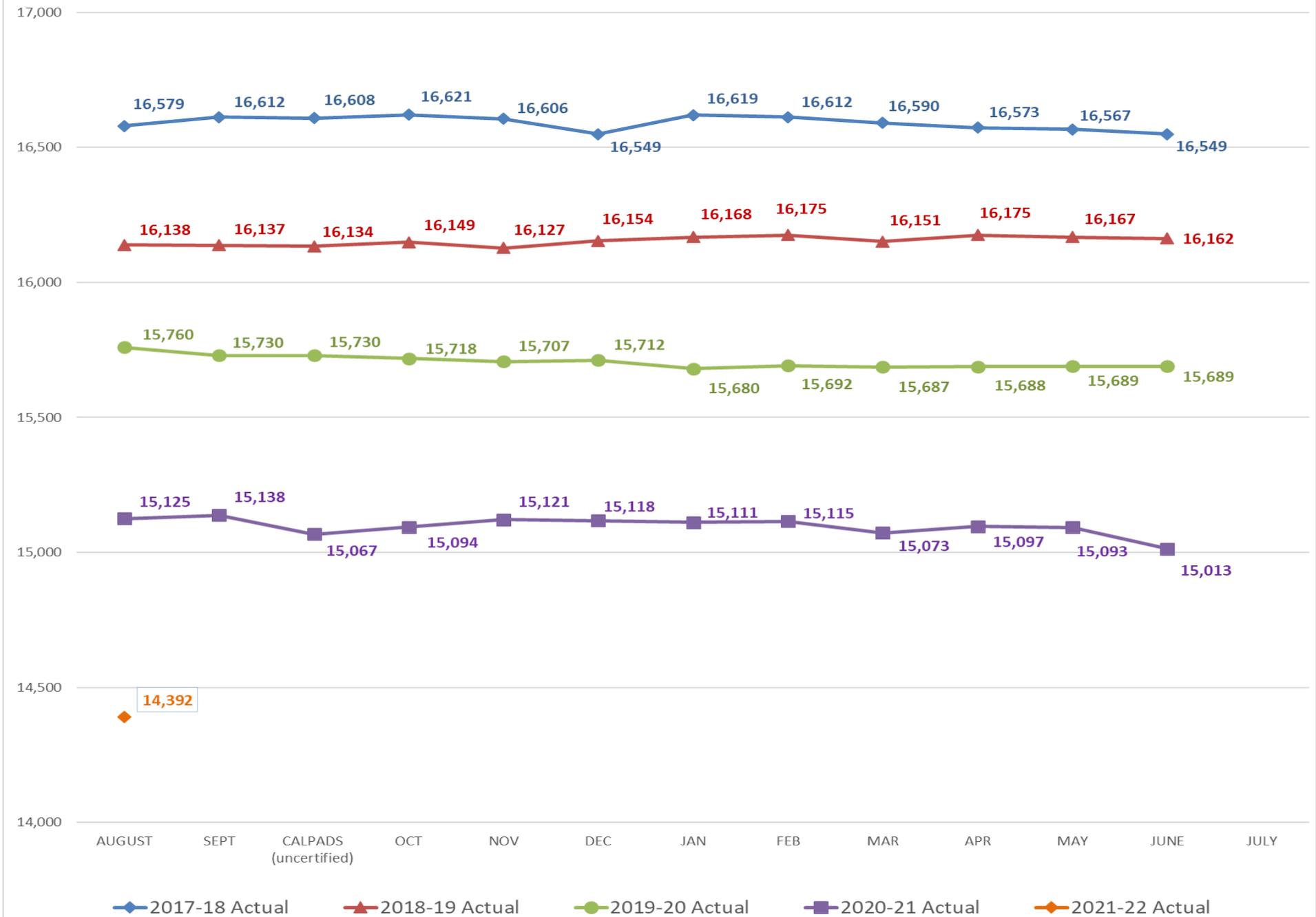
RECOMMENDATION:

Information only.

ADDITIONAL MATERIALS:

Attached: [Graph “Oxnard School District Enrollment History 2017-18 through 2021-22 Actuals \(1 page\)”](#)

Oxnard School District Enrollment History 2017-18 through 2021-22 Actuals



OSD BOARD AGENDA ITEM

Name of Contributor: Ruth F. Quinto, CPA

Date of Meeting: September 22, 2021

Agenda Section: Section C: Consent Agenda

Purchase Order/Draft Payment Report #21-02 (Quinto/Franz)

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

1. A listing of Purchase orders issued 08/05/2021 through 09/03/2021 for the 2020-2021 school year, for \$89,740.06.
2. A listing of Purchase orders issued 08/05/2021 through 09/03/2021 for the 2021-2022 school year, for \$10,537,091.91.
3. There are no Draft Payments issued from 08/05/2021 through 09/03/2021, for the 2020-2021 or the 2021-2022 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 #21-02 as submitted.

ADDITIONAL MATERIALS:

Attached: [Purchase Order/Draft Payment Report #21-02 \(13 Pages\)](#)

Includes Purchase Orders dated 08/05/2021 - 09/03/2021

PO Number	Vendor Name	Loc	Description	Order Amount
NP22-00008	P And R Paper Supply Co	CNS	MATL/SUP	7,249.72
NP22-00009	Materne North America Corp	CNS	stores	8,380.80
NP22-00010	Gold Star Foods	CNS	STORES	10,757.50
NP22-00012	Gold Star Foods	CNS	STORES	9,298.95
NP22-00013	P And R Paper Supply Co	CNS	MATL/SUP	4,012.76
P21-03737	Garcia Hernandez Sawhney, LL P	BUSINESS	SERV	138,938.06
P22-00661	AutoZone Stores, LLC	WAREHOUSE	Repairs & Parts	500.00
P22-00691	SHERMAN GARNETT & ASSOCIATES	ED SERVICES	SERV	3,000.00
P22-00692	INSIGHT NEUROPSYCHOLOGY	Special Ed	SERV	30,000.00
P22-00693	PEDRO OLVERA dba/OLVERA PSYCH & ED CONSULTING SERVICES	Special Ed	SERV	30,000.00
P22-00694	QUINN COMPANY	IT	MAINT/AGREEMENT(aka: Quinn)	2,670.00
P22-00695	Mel Giffin, Inc.	FACILITIES	Equipment	18,880.61
P22-00696	LEONARDO SAUCEDO LEON AUTO BOD Y SHOP	FACILITIES	Repair	2,424.19
P22-00697	MOSYLE CORPORATION	IT	SOFTWARE	13,001.92
P22-00698	MOSYLE CORPORATION	IT	SOFTWARE	1,204.50
P22-00699	CDW G	IT	SOFTWARE	10,081.50
P22-00700	SCHOOL TECH SUPPLY	BUDGET	Materials & Supplies (Display Port Cables)	64.79
P22-00701	TAWANDA LISA PULLEN	Special Ed	SERV	10,000.00
P22-00702	ANN SIMUN DBA/ NEUROPSYCHOLOGY PARTNERS	Special Ed	SERV	5,000.00
P22-00703	Daniels Tire Service	WAREHOUSE	Repairs	780.98
P22-00704	Amazon Com	WAREHOUSE	Stores Supplies	717.84
P22-00705	Printech	FREMONT	MAINT-instruction	3,000.00
P22-00706	Printech	HARRINGTON	MAINT-instruction	1,100.00
P22-00707	DR. MICHAEL MCQUILLAN, OD	Special Ed	SERV	12,000.00
P22-00708	GREENWOOD PUB GROUP LLC HEINEM ANN	DLI	EXPANDED LEARNING OPP/SERV	105,000.00
P22-00709	CANON FINANCIAL SERVICES INC	DISTRICT OFFICE	LEASE (DISTRICT WIDE COPIERS)	125,637.50
P22-00710	CANON SOLUTIONS AMERICA INC	DISTRICT OFFICE	MAINT (DISTRICT WIDE COPIERS)	100,000.00
P22-00711	PDAP OF VENTURA COUNTY, INC	Pupil Srvs	T1/SERV	30,000.00
P22-00712	DICK BLICK COMPANY BLICK ART M ATERIALS	WAREHOUSE	Stores Supplies	656.75
P22-00713	GLEND A. MAHON dba ACTION PRE PAREDNESS TRAIN	Pupil Srvs	SERV	4,500.00
P22-00714	LINDA WIELAND ENDLEAF EDITING LLC	ED SERVICES	Serv-LCAP 1.9 (LCFF)	4,400.00
P22-00715	Printech	ELM	MAINT-instruction	850.00
P22-00716	Printech	SIERRA LINDA	MAINT-instruction	875.00
P22-00717	MOSYLE CORPORATION	IT	SOFTWARE	89,066.74
P22-00718	SHRED-IT USA LLC	SIERRA LINDA	serv - instructional	1,000.00
P22-00719	Amazon Com	Special Ed	MATLS(OT)	318.39
P22-00720	Amazon Com	Special Ed	Mat'l's	235.52
P22-00721	Amazon Com	KAMALA	Materials & Supplies-Inst	1,105.85

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

ESCAPE ONLINE

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Includes Purchase Orders dated 08/05/2021 - 09/03/2021

PO Number	Vendor Name	Loc	Description	Order Amount
P22-00722	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Inst	589.95
P22-00723	Amazon Com	KAMALA	Materials & Supplies-Inst	1,001.35
P22-00725	Amazon Com	KAMALA	Materials & Supplies-Inst	2,752.30
P22-00726	Office Depot Bus Ser Div	LEMONWOOD	MAT/SUPPLIES (Admin)	10,000.00
P22-00727	Office Depot Bus Ser Div	WAREHOUSE	STORES- PPE SUPPLIES	5,092.02
P22-00728	Amazon Com	KAMALA	Materials & Supplies-Inst	111.87
P22-00729	Amazon Com	ED SERVICES	MTLS- LCAP 1.20 (LCFF)	114.99
P22-00730	DreamBox Learning, Inc.	ED SERVICES	T2/SERV	2,000.00
P22-00731	School Specialty Inc	Special Ed	MATLS (OT)	817.73
P22-00732	Brookes Publishing Company	Special Ed	MAT/SUPL	549.52
P22-00733	SMART AND FINAL-C.I. BLVD	MCAULIFFE	SIP Snacks/Drinks	273.13
P22-00734	Pearson Education	Special Ed	MAT/SUPL	463.29
P22-00735	Ventura Co Office Of Education	Special Ed	CONF(BEG SIRAS)	625.00
P22-00736	Jersey Mike's-Victoria Ave	MCAULIFFE	SIP Day	583.60
P22-00737	WAYNE STEVENS IT'S IN THE SAUC E BBQ	LOPEZ	MATL/SUPPLY-INSTRUCTION	535.33
P22-00738	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	2,864.61
P22-00739	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	4,055.05
P22-00740	COOLE SCHOOL	MCAULIFFE	Matl/Supp-Instructional	1,415.07
P22-00741	Printech	CURREN	MAINT-Instruction	2,250.00
P22-00742	Printech	DRIFFILL	MAINT-Instruction	1,725.00
P22-00743	Printech	FRANK	MAINT-Instruction	2,225.00
P22-00744	Printech	ROSE	MAINT-instruction	2,250.00
P22-00745	Pearson Education	Special Ed	MAT/SUPL	10,000.00
P22-00746	RIVERSIDE ASSESSMENTS LLC RIVE RSIDE INSIGHTS	Special Ed	MAT/SUPL	10,000.00
P22-00747	RIVERSIDE ASSESSMENTS LLC RIVE RSIDE INSIGHTS	Special Ed	MAT/SUPL	10,000.00
P22-00748	RIVERSIDE ASSESSMENTS LLC RIVE RSIDE INSIGHTS	Special Ed	MAT/SUPL	5,000.00
P22-00749	MANSON WESTERN LLC WESTERN PSY CHOLOGICAL SERVICES	Special Ed	MAT/SUPL	5,394.17
P22-00750	MANSON WESTERN LLC WESTERN PSY CHOLOGICAL SERVICES	Special Ed	MAT/SUPL	5,394.15
P22-00751	Wiley Publishing, Inc	Special Ed	MAT/SUPL	1,302.81
P22-00752	CARNITAS EL BROTHER INC	LOPEZ	MATL/SUPPLY-INSTRUCTION	979.48
P22-00753	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	2,774.29
P22-00754	Office Depot Bus Ser Div	CURREN	matl/sup - instructional	3,823.75
P22-00755	Office Depot Bus Ser Div	MCKINNA	matl/sup-instructional	5,462.50
P22-00756	Witherspoon Ent Inc DBA Port A Stor	MARINA	RENTAL	1,860.00
P22-00757	Office Depot Bus Ser Div	DRIFFILL	MATL/SUPP-instructional	2,731.25
P22-00758	Amazon Com	WAREHOUSE	STORES -PPE SUPPLIES	.00
P22-00759	VANAMAN GERMAN LLP	BUSINESS	SERV-attorney fees, SPED	6,000.00
P22-00760	Office Depot Bus Ser Div	ELM	MATL/SUPP-INSTRUCTIONAL	1,092.50
P22-00761	VANAMAN GERMAN LLP	BUSINESS	SERV-attorney fees, SPED	4,000.00
P22-00762	VANAMAN GERMAN LLP	BUSINESS	SERV-attorney fees, SPED	12,000.00
P22-00763	VANAMAN GERMAN LLP	BUSINESS	SERV-attorney fees, SPED	8,000.00

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Includes Purchase Orders dated 08/05/2021 - 09/03/2021

PO Number	Vendor Name	Loc	Description	Order Amount
P22-00764	California School Mgmt Group	SUPERINTENDEN	SERV	20,000.00
P22-00765	Amazon Com	Special Ed	MATLS (TLC)	2,533.53
P22-00766	Printech	LEMONWOOD	MAINT-instruction	1,500.00
P22-00767	Printech	MARINA	MAINT-instruction	1,825.00
P22-00768	Par Inc	Special Ed	MAT/SUPL	1,247.54
P22-00769	Children's Therapy Network	Special Ed	SERV (OSD SPEC. ED. STUDENTS)	20,000.00
P22-00770	Children's Therapy Network	Special Ed	SERV (PRIVATE SCHOOL SPEC. ED. STUDENTS)	15,000.00
P22-00771	Auditory Processing Center	Special Ed	SERV	5,000.00
P22-00772	PRIDE LEARNING CO.	Special Ed	SERV	174,000.00
P22-00773	BEHAVIOR INSIGHTS INC	Special Ed	SERV	20,000.00
P22-00774	Matt Oppenheimer Tutorific	Special Ed	SERV	50,000.00
P22-00775	STAR OF CA, ERA ED	Special Ed	SERV	800,000.00
P22-00776	Sunrise Phys Therapy Svcs In	RISK MGMT	SERV	29,213.98
P22-00777	TRINETTE MARQUIS SCHOOL PR PRO	SUPERINTENDEN	SERV	10,000.00
P22-00778	SMART AND FINAL-C.I. BLVD	CURREN	matl/sup - instructional	2,185.00
P22-00779	Printech	MCAULIFFE	MAINT-instruction	1,150.00
P22-00780	School Outfitters	LOPEZ	MATL/SUPPLY-INSTRUCTION	818.07
P22-00781	Affordable Tables And Chairs,	ED SERVICES	Rental	730.00
P22-00782	Witherspoon Ent Inc DBA Port A Stor	MCAULIFFE	Rental	840.00
P22-00783	ZIXTA ENTERPRISES INC VALLARTA SUPERMARKETS	HR	Supp- Recruitments	546.25
P22-00784	COSTCO WHOLESALE CORPORATION	HR	Supp- Recruitments	546.25
P22-00785	Tom Rey Garcia dba/ Tomas Cafe & Gallery	HR	Supp- Recruitments	546.25
P22-00786	EL POLLO NORTENO INC	HR	Supp- Recruitments	546.25
P22-00787	San Joaquin County Of Ed	HR	Recruit-	3,798.75
P22-00788	Ventura Co Office Of Education	CURREN	mat/sup - instructional	800.00
P22-00789	BIOMETRICS4ALL, INC	HR	Services	2,000.00
P22-00790	US GAMES	ED SERVICES	MTLS/SUPP	179.60
P22-00791	Office Depot Bus Ser Div	Enrollment Ctr	MAT/SUP	2,000.00
P22-00792	Lakeshore Learning Materials	ASES	MTRL/SUPL	311.14
P22-00793	Amazon Com	ASES	MATL/SUP	135.09
P22-00794	Amazon Com	ASES	MATL/SUP	509.26
P22-00795	Amazon Com	KAMALA	Materials & Supplies-Inst	430.53
P22-00796	Jersey Mike's-Victoria Ave	MCAULIFFE	LEADERSHIP MEETING	130.35
P22-00797	Printech	BREKKE	MAINT-instruction	1,250.00
P22-00798	Printech	RAMONA	MAINT-instruction	1,150.00
P22-00799	Printech	SORIA	MAINT-Instruction	2,125.00
P22-00800	Printech	MARSHALL	MAINT-Instruction	2,425.00
P22-00801	Printech	FREMONT	MATERIALS AND SUPPLIES	2,000.00
P22-00802	Coast To Coast Computer Prod	FREMONT	Materials and Supplies (Instructional)	3,000.00
P22-00803	Melinda W Bingham Academic Inn ovations, LLC	ASES	MTRL/SUPL	1,433.77
P22-00804	Smart And Final Iris Co	SIERRA LINDA	MATL/SUPP (SIP Day)	200.00
P22-00805	SMART AND FINAL-C.I. BLVD	HARRINGTON	MATERIALS & SUPPLIES NOT TO EXCEED 500.00	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.

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Includes Purchase Orders dated 08/05/2021 - 09/03/2021

PO Number	Vendor Name	Loc	Description	Order Amount
P22-00806	Office Depot Bus Ser Div	SAN MIGUEL	Materials & Supplies	5,000.00
P22-00807	COSTCO WHOLESALE CORPORATION	MARSHALL	MATL/SUP - Instruction	500.00
P22-00808	Witherspoon Ent Inc DBA Port A Stor	RAMONA	RENT	780.00
P22-00809	Amazon Com	MARSHALL	MATL/SUP - Instruction	188.28
P22-00810	COSTCO WHOLESALE CORPORATION	BREKKE	Site Day Supplies	1,092.50
P22-00811	Amazon Com	MARSHALL	Matl/Supp-Instructional	323.53
P22-00812	Office Depot Bus Ser Div	MARSHALL	Matl/Supp-Instructional	546.25
P22-00813	Amazon Com	MARSHALL	Matl/Supp-Instructional	281.87
P22-00814	COSTCO WHOLESALE CORPORATION	HARRINGTON	MATERIALS & SUPPLIES	185.51
P22-00815	TRI-COUNTY OFFICE FURNITURE	ED SERVICES	FURNITURE	7,491.96
P22-00816	MHS Inc	Special Ed	SERV	10,000.00
P22-00817	Pearson Education	Special Ed	MAT/SUPL	23,000.00
P22-00818	Discount School Supply	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	964.74
P22-00819	Amazon Com	FREMONT	Materials and Supplies (Instructional)	157.32
P22-00820	COSTCO WHOLESALE CORPORATION	LEMONWOOD	MATL/SUPP	1,092.50
P22-00821	Amazon Com	PURCHASING	MATLS	52.43
P22-00822	SMART AND FINAL-C.I. BLVD	LEMONWOOD	MATL/SUPP	1,092.50
P22-00823	SMART AND FINAL-C.I. BLVD	ELM	MATL/SUPP-INSTRUCTIONAL	546.25
P22-00824	SMART AND FINAL-C.I. BLVD	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	250.00
P22-00825	STONEFIRE GRILL, 11 INC	LEMONWOOD	MATL/SUPP	817.65
P22-00826	Ventura Co Star	CNS	SERV	75.82
P22-00827	JACINTO MENDETA MONICA'S FLOWE RS	LEMONWOOD	MATL/SUPP	35.00
P22-00828	Amazon Com	IT	MAT/SUP	330.74
P22-00829	SMART AND FINAL-C.I. BLVD	FRANK	Materials and Supplies - PD and SIP days	1,201.75
P22-00830	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	5,557.33
P22-00831	Ventura Co Office Of Education	Special Ed	SERV (RR103108)	24,567.69
P22-00832	Ventura Co Office Of Education	Special Ed	SERV (JM111710 - SCP SVCS)	10,223.11
P22-00833	Ventura Co Office Of Education	Special Ed	SERV (JM111710 - ASL SVCS)	1,680.00
P22-00834	Ventura Co Office Of Education	Special Ed	SERV (EG061410)	26,767.94
P22-00835	Ventura Co Office Of Education	Special Ed	SERV (KC071607)	1,657.80
P22-00836	Ventura Co Office Of Education	Special Ed	SERV (AC080310)	28,320.77
P22-00837	Ventura Co Office Of Education	Special Ed	SERV (OL083008)	27,100.45
P22-00838	Ventura Co Office Of Education	Special Ed	SERV (JB080313)	27,445.82
P22-00839	Extreme Clean	WAREHOUSE	Stores Supplies	4,573.99
P22-00840	Pioneer Chemical Co	WAREHOUSE	Stores Supplies	790.43
P22-00841	Superior Sanitary Supplies	WAREHOUSE	Stores Supplies	241.99
P22-00842	Edgewood Press, Inc	WAREHOUSE	Stores Supplies	1,911.88
P22-00843	Veritiv Operating Company	WAREHOUSE	Stores Supplies	4,807.00
P22-00844	Ventura Co Office Of Education	Special Ed	SERV (IO111109)	13,607.78
P22-00845	Ventura Co Office Of Education	Special Ed	SERV (JV030409)	17,475.99
P22-00846	Ventura Co Office Of Education	Special Ed	SERV (DP010810)	31,693.45

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

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Includes Purchase Orders dated 08/05/2021 - 09/03/2021

PO Number	Vendor Name	Loc	Description	Order Amount
P22-00847	Ventura Co Office Of Education	Special Ed	SERV (DR022207)	1,105.20
P22-00848	Urbane Cafe Alex Bello-Mgr	ED SERVICES	MATL/SUP	7,002.62
P22-00849	CRISIS PREVENTION INSTITUTE	Special Ed	MAT/SUPL	18,014.49
P22-00850	Smart And Final Iris Co	RITCHEN	MATL/SUP-Instructional	546.25
P22-00851	SMART AND FINAL-C.I. BLVD	KAMALA	MATERIALS & SUPPLIES-INST	437.00
P22-00852	DJ's California Catering, INC	KAMALA	Materials & Supplies-Inst	633.65
P22-00853	Staples Direct	KAMALA	Materials & Supplies-Inst	602.78
P22-00854	SCHOLASTIC INC	KAMALA	Materials & Supplies-Instr	786.22
P22-00855	Urbane Cafe Alex Bello-Mgr	FRANK	Mat/Siup (SIP day)	1,204.42
P22-00856	Cooperative Strategies	BUSINESS	SERV/DEV FEES	6,200.00
P22-00857	Dial Security	FACILITIES	Prof Service / Fire Detection	23,165.00
P22-00858	Amazon Com	ELM	MATL/SUPP-INSTRUCTIONAL	668.27
P22-00859	Amazon Com	Special Ed	MATL/SUP	67.73
P22-00860	Office Depot Bus Ser Div	ELM	MATL/SUPP-INSTRUCTIONAL	1,406.75
P22-00861	Office Depot Bus Ser Div	SIERRA LINDA	MATL/SUPP (Admin.)	1,500.00
P22-00862	Amazon Com	IT	MAT/SUP	72.54
P22-00863	Urbane Cafe Alex Bello-Mgr	CURREN	matl/sup - instructional	1,352.55
P22-00864	Amazon Com	ED SERVICES	MAT/SUPP	560.01
P22-00865	Amazon Com	ELM	MATL/SUPP-INSTRUCTIONAL	885.94
P22-00867	Grainger Inc	IT	MATL/SUP (IT DEPT)	1,102.55
P22-00868	US Bank CM-9690	BUDGET	Services/Fees GO Bonds	13,000.00
P22-00869	ACSA/FEA	RISK MGMT	2021-2022 ACSA Membership Renewal Dues	67,897.70
P22-00870	MAYRA ALVARADO	CNS	SERVICES	1,500.00
P22-00871	Pearson Education	Special Ed	MAT/SUPL	270.30
P22-00872	Read Naturally, Inc	LEMONWOOD	SOFTWARE/ONLINE LICENSE/APPS	2,470.00
P22-00873	PANERA BREAD COMPANY PANERA LL C	SIERRA LINDA	MATL/SUPP (SIP day)	882.42
P22-00874	Affordable Tables And Chairs	CHAVEZ	RENTALS, LEASES & REPAIRS-INSTRUCTIONAL	238.00
P22-00875	VARI SALES CORP.	CNS	Mat/Sup	707.94
P22-00876	SCHOOL TECH SUPPLY	CNS	4300/Mat/Sup	531.98
P22-00877	EL POLLO NORTENO INC	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	697.00
P22-00878	SCHOOL TECH SUPPLY	CNS	Mat/Sup	186.76
P22-00879	Staples Direct	MCKINNA	matl/sup-instructional	500.00
P22-00880	PANERA BREAD BAKERY	DRIFFILL	MATL/SUPP-INSTRUCTIONAL	500.57
P22-00881	SMART AND FINAL-C.I. BLVD	MARINA	MATL/SUPL-Admin	526.85
P22-00882	Jersey Mike's-Victoria Ave	RITCHEN	MATL/SUP	855.42
P22-00883	JS Hospitality Group, LLC Cour tyard by Marriott Oxnard	ED SERVICES	Event for staff August 23, 2021	10,604.35
P22-00884	SMART AND FINAL-C.I. BLVD	ROSE	MATL/SUPP-INSTRUCTIONAL	500.00
P22-00885	EL POLLO NORTENO INC	ROSE	professional development	695.50
P22-00886	LABSOURCE, INC	WAREHOUSE	Stores Supplies	4,068.62
P22-00887	Verizon Wireless	IT	COMM-WiFi Hot Spot Service	13,110.00
P22-00888	Urbane Cafe Alex Bello-Mgr	HARRINGTON	MATERIALS & SUPPLIES	1,500.00
P22-00889	COSTCO WHOLESALE CORPORATION	MCKINNA	Mat/sup-instructional	1,500.00
P22-00890	Office Depot Bus Ser Div	FRANK	Mat/Sup - Instructional	3,277.50

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Includes Purchase Orders dated 08/05/2021 - 09/03/2021

PO Number	Vendor Name	Loc	Description	Order Amount
P22-00891	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	SIERRA LINDA	MATL/SUPP (Signage)	2,856.89
P22-00892	Aurelio Gonzalez Famous Taco Bar Catering	DRIFFILL	MATL/SUPP-instructional	1,179.90
P22-00893	T-Mobile USA Inc.	IT	COMM-WiFi Hot Spot Service	917,700.00
P22-00894	Morris Printing Group, Inc School Mate	MCKINNA	mat/sup-instructional	1,230.08
P22-00895	WATER WALKERS INC HEALTH-e PRO	CNS	consulting	7,870.75
P22-00896	Amazon Com	MARSHALL	Mat/Supp- Instructional	304.01
P22-00897	DIGITALDECKCOVERS, INC	PURCHASING	MTLS/SUPL (ARCHIVE MACHINE COVER)	65.11
P22-00898	Lakeshore Learning Materials-V	EARLY CHILDHOOD	Mat/Sup - Instruction	273.13
P22-00899	Hilton Long Beach	HR	Conf-	1,361.88
P22-00900	Calif Dept Of Educ Cashier's Office	BUDGET	CDE FY20/21 Federal Interest Due	3,044.16
P22-00901	Grainger Inc	WAREHOUSE	Stores Supplies	453.93
P22-00902	SCHOOL TECH SUPPLY	MARSHALL	Comp/Equip	1,476.45
P22-00903	CN School & Office Sol, Inc Culliver-Newlin	LEMONWOOD	EQUIP/MATL-SUP (CLASSROOM FURNITURE FOR RM #317)	12,166.66
P22-00904	CN School & Office Sol, Inc Culliver-Newlin	MCKINNA	MATL/SUP (FOLDING CHAIR CADDIES)	1,428.76
P22-00905	Spicers Paper Inc	GRAPHICS	Materials and Supplies	2,523.46
P22-00906	Willdan Financial Services	BUSINESS	SERV	2,500.00
P22-00907	EL POLLO NORTENO INC	MCKINNA	serv-instructional	1,000.00
P22-00908	EL POLLO NORTENO INC	ELM	MATL/SUPP-INSTRUCTIONAL	374.50
P22-00909	PANERA BREAD COMPANY PANERA LLC	MARSHALL	SIP Day	561.34
P22-00910	Urbane Cafe Alex Bello-Mgr	BREKKE	Site Day lunch	648.67
P22-00912	Amazon Com	BREKKE	Materials and Supplies	813.74
P22-00913	Amazon Com	ELM	MATL/SUPP-INSTRUCTIONAL	698.92
P22-00914	Smart And Final Iris Co-N. Ox. Blvd	SAN MIGUEL	SIP DAY	144.28
P22-00915	Printech	MCKINNA	MAINT-instruction	825.00
P22-00916	DRIFTWOOD DAIRY INC	CNS	Sup	38,000.00
P22-00917	DRIFTWOOD DAIRY INC	CNS	Sup	24,000.00
P22-00918	DRIFTWOOD DAIRY INC	CNS	Sup	38,000.00
P22-00919	DRIFTWOOD DAIRY INC	CNS	Sup	46,000.00
P22-00920	DRIFTWOOD DAIRY INC	CNS	Sup	30,000.00
P22-00921	DRIFTWOOD DAIRY INC	CNS	Sup	33,000.00
P22-00922	DRIFTWOOD DAIRY INC	CNS	Sup	30,000.00
P22-00923	DRIFTWOOD DAIRY INC	CNS	Sup	33,000.00
P22-00924	DRIFTWOOD DAIRY INC	CNS	Sup	36,000.00
P22-00925	DRIFTWOOD DAIRY INC	CNS	Sup	38,000.00
P22-00926	DRIFTWOOD DAIRY INC	CNS	Sup	33,000.00
P22-00927	DRIFTWOOD DAIRY INC	CNS	Sup	23,000.00
P22-00928	DRIFTWOOD DAIRY INC	CNS	Sup	25,000.00
P22-00929	DRIFTWOOD DAIRY INC	CNS	Sup	27,000.00
P22-00930	DRIFTWOOD DAIRY INC	CNS	Sup	36,000.00
P22-00931	DRIFTWOOD DAIRY INC	CNS	Sup	40,000.00
P22-00932	DRIFTWOOD DAIRY INC	CNS	Sup	25,000.00

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PO Number	Vendor Name	Loc	Description	Order Amount
P22-00933	DRIFTWOOD DAIRY INC	CNS	Sup	26,000.00
P22-00934	DRIFTWOOD DAIRY INC	CNS	Sup	39,000.00
P22-00935	DRIFTWOOD DAIRY INC	CNS	Sup	28,000.00
P22-00936	The Berry Man Inc	CNS	Sup	30,000.00
P22-00937	The Berry Man Inc	CNS	Sup	40,000.00
P22-00938	The Berry Man Inc	CNS	Sup	30,000.00
P22-00939	The Berry Man Inc	CNS	Sup	50,000.00
P22-00940	The Berry Man Inc	CNS	Sup	20,000.00
P22-00941	The Berry Man Inc	CNS	Sup	35,000.00
P22-00942	The Berry Man Inc	CNS	Sup	35,000.00
P22-00943	The Berry Man Inc	CNS	Sup	32,000.00
P22-00944	The Berry Man Inc	CNS	Sup	44,000.00
P22-00945	The Berry Man Inc	CNS	Sup	24,000.00
P22-00946	The Berry Man Inc	CNS	Sup	24,000.00
P22-00947	The Berry Man Inc	CNS	Sup	30,000.00
P22-00948	The Berry Man Inc	CNS	Sup	32,000.00
P22-00949	The Berry Man Inc	CNS	Sup	28,000.00
P22-00950	The Berry Man Inc	CNS	Sup	32,000.00
P22-00951	The Berry Man Inc	CNS	Sup	28,000.00
P22-00952	The Berry Man Inc	CNS	Sup	25,000.00
P22-00953	The Berry Man Inc	CNS	Sup	32,000.00
P22-00954	The Berry Man Inc	CNS	Sup	38,000.00
P22-00955	The Berry Man Inc	CNS	Sup	38,000.00
P22-00956	Witherspoon Ent Inc DBA Port A Stor	MCKINNA	RENTAL	1,500.00
P22-00957	Office Depot Bus Ser Div	BREKKE	Materials and Supplies	661.76
P22-00958	Siemens Industry, Inc	FACILITIES	Professional Service / Marshall	461.00
P22-00959	Siemens Industry, Inc	FACILITIES	Professional Services / Marshall	657.69
P22-00960	Amazon Com	FACILITIES	Materials and Supplies	32.75
P22-00961	West Coast Industrial Supply	FACILITIES	Materials and Supplies	136.17
P22-00962	Amazon Com	CNS	MATL/SUP	1,230.84
P22-00963	Forbess Consulting Group, Inc FCG Environmental	FACILITIES	Professional Service / ESC	675.00
P22-00964	Vogue Sign Company	FACILITIES	Materials and Supplies	682.81
P22-00965	SIGNET CONTROLS, INC	FACILITIES	Professional Services	9,640.00
P22-00966	RUBBER NECK SIGNS	FACILITIES	Materials and Supplies	1,092.50
P22-00967	LEONARDO SAUCEDO LEON AUTO BOD Y SHOP	FACILITIES	Repair / Vehicle #160 New Claim File #GHC0037286	8,748.82
P22-00968	Veritiv Operating Company	WAREHOUSE	Stores Supplies	1,216.72
P22-00969	SOUTHERN CALIFORNIA PIZZA CO	CNS	MATL/SUP	750.00
P22-00970	SOUTHERN CALIFORNIA PIZZA CO	CNS	SUP/SUMMER	1,503.10
P22-00971	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	2,180.94
P22-00972	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	1,882.60
P22-00973	CA Dept of Social Svcs Communi ty Care Licensing	EARLY CHILDHOOD	SERV	242.00
P22-00974	Kelly Paper	GRAPHICS	Materials and Supplies	920.70
P22-00975	Amazon Com	SUPERINTENDEN	ORFFICE SUPPLIES	293.88
P22-00976	Amazon Com	DRIFFILL	MATL/SUPP-instructional	1,049.71

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PO Number	Vendor Name	Loc	Description	Order Amount
P22-00977	Amazon Com	WAREHOUSE	Stores Supplies	1,071.54
P22-00978	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	8,854.45
P22-00979	Discount School Supply	EARLY CHILDHOOD	Mat/Sup - Instruction	552.68
P22-00980	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	478.52
P22-00981	Leadership Associates	SUPERINTENDEN	SNL Membership	4,500.00
P22-00982	Extreme Clean	WAREHOUSE	Stores Supplies	2,367.99
P22-00983	Veritiv Operating Company	WAREHOUSE	Stores Supplies	6,227.25
P22-00984	California School Boards Assoc	SUPERINTENDEN	Brown Act Training	500.00
P22-00985	CN School & Office Sol, Inc Cu Iver-Newlin	LEMONWOOD	MATL/SUP (REPLACE DAMAGED TABLE TOPS)	707.94
P22-00986	Super Duper Inc	Special Ed	MATL/SUP	53.60
P22-00987	TRI-SIGNAL INTEGRATION, INC.	FACILITIES	Professional Services / Soria	1,782.13
P22-00988	TRI-SIGNAL INTEGRATION, INC.	FACILITIES	Professional Services / Ramona	9,544.94
P22-00989	TRI-SIGNAL INTEGRATION, INC.	FACILITIES	Professional Service / Frank	720.84
P22-00990	TRI-SIGNAL INTEGRATION, INC.	FACILITIES	Professional Services / Ritche	524.91
P22-00991	TRI-SIGNAL INTEGRATION, INC.	FACILITIES	Professional Service/ Marina West	13,718.26
P22-00992	Lakeshore Learning Materials	LEMONWOOD	Mat/Sup - Instruction	131.01
P22-00993	Williams Scotsman Inc-	DISTRICT OFFICE	RENTAL (LOPEZ)	8,736.00
P22-00994	Amazon Com	LEMONWOOD	BOOKS	1,896.69
P22-00995	UNITED RECORDS MANAGEMENT	SIERRA LINDA	SVCS	100.00
P22-00996	Walmart	MCKINNA	matl/sup-instrucional	1,000.00
P22-00997	Amazon Com	SIERRA LINDA	MATL/SUPP (S Anderson)	330.88
P22-00998	Mobile Modular Management	FACILITIES	Rent/Lease/Haydock School	6,602.00
P22-00999	Mobile Modular Management	FACILITIES	Rent/Lease/Frank School	34,280.00
P22-01000	Uline	ERC	Supplies	434.93
P22-01001	CARNITAS EL BROTHER INC	FREMONT	Materials and Supplies	854.34
P22-01002	HOVERSON ONLINE LLC DBA. AUTOMATEDPT	FACILITIES	HVAC Supplies	1,597.78
P22-01003	Mobile Modular Management	FACILITIES	Rent/Lease/Fremont School	6,602.00
P22-01004	Williams Scotsman Inc-	DISTRICT OFFICE	RENTAL (MCAULIFFE)	10,636.80
P22-01005	R-J Inc.	FACILITIES	Def Maint / Prof Services Flooring / Frank	7,750.06
P22-01006	Ventura Co Office Of Education	Special Ed	SERV (OM)	10,568.27
P22-01007	Gold Star Foods	CNS	Sup	150,000.00
P22-01008	Gold Star Foods	CNS	Sup	150,000.00
P22-01009	Gold Star Foods	CNS	Sup	150,000.00
P22-01010	Gold Star Foods	CNS	Sup	150,000.00
P22-01011	Gold Star Foods	CNS	Sup	150,000.00
P22-01012	Gold Star Foods	CNS	Sup	150,000.00
P22-01013	Gold Star Foods	CNS	Sup	150,000.00
P22-01014	Gold Star Foods	CNS	Sup	150,000.00
P22-01015	Gold Star Foods	CNS	Sup	150,000.00
P22-01016	Gold Star Foods	CNS	Sup	150,000.00
P22-01017	Gold Star Foods	CNS	Sup	150,000.00
P22-01018	Gold Star Foods	CNS	Sup	150,000.00
P22-01019	Gold Star Foods	CNS	Sup	150,000.00
P22-01020	Gold Star Foods	CNS	Sup	150,000.00
P22-01021	Gold Star Foods	CNS	Sup	150,000.00
P22-01022	Gold Star Foods	CNS	Sup	150,000.00

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PO Number	Vendor Name	Loc	Description	Order Amount
P22-01023	Gold Star Foods	CNS	Sup	150,000.00
P22-01024	Gold Star Foods	CNS	Sup	150,000.00
P22-01025	Gold Star Foods	CNS	Sup	150,000.00
P22-01026	Gold Star Foods	CNS	Sup	150,000.00
P22-01027	TRI-COUNTY RESTAURANT SUPPLY S TEVENSON'S RESTAURANT SUPPLY	CNS	MATL/SUP	3,500.00
P22-01028	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	309.45
P22-01029	TRI-SIGNAL INTEGRATION, INC.	FACILITIES	Professional Services / Marshall	1,350.00
P22-01030	OfficeZilla Franchise Company	WAREHOUSE	Stores Supplies	2,881.58
P22-01031	Office Depot Bus Ser Div	RITCHEN	MATL/SUP-INSTRUCTIONAL	2,000.00
P22-01032	Lowe's	EARLY CHILDHOOD	Mat/Sup - Instruction	1,000.00
P22-01033	Amazon Com	FACILITIES	Materials and Supplies	339.45
P22-01034	Department Of Industrial Relat	FACILITIES	Conveyance Fees / Frank	675.00
P22-01035	School Datebooks	FREMONT	Materials and Supplies Instructional	367.40
P22-01036	Amazon Com	FREMONT	Materials and Supplies (Instructional)	82.87
P22-01037	Lakeshore Learning Materials-V	FREMONT	MATL/SUP (Instructional)	42.90
P22-01038	Amazon Com	IT	MAT/SUP	45.30
P22-01039	IMAGE APPAREL FOR BUSINESS	WAREHOUSE	SERV (21-22 WAREHOUSE UNIFORMS)	517.25
P22-01040	DUDE SOLUTIONS INC	FACILITIES	Professional Services	39,135.72
P22-01041	Brainpop Com LLC	SIERRA LINDA	Software - Instructional	3,250.00
P22-01042	SCHOOL TECH SUPPLY	ED SERVICES	COMP/EQUIP	1,982.89
P22-01043	SCHOOL TECH SUPPLY	FACILITIES	Computer Equip	2,788.04
P22-01044	SCHOOL TECH SUPPLY	CNS	computers	3,946.42
P22-01045	Amazon Com	CNS	MATL/SUP	214.62
P22-01046	HAYNES FAMILY OF PROGRAMS dba/ HAYNES EDUCATION CENTER	Special Ed	SERV	154,000.00
P22-01047	Aswell Trophy And Engraving	LEMONWOOD	MATL/SUPP	613.99
P22-01048	Amazon Com	LEMONWOOD	MATL/SUP	1,853.75
P22-01049	Amazon Com	ELM	MATL/SUPP-INSTRUCTIONAL	2,469.31
P22-01050	Amazon Com	LEMONWOOD	MATL/SUPP	1,191.31
P22-01051	ROMU FOODS, INC. DBA. BG'S CAF E	SORIA	Sup - Instructional	879.46
P22-01052	Amazon Com	SORIA	Mats/Sup - Instructional	136.80
P22-01053	READ WRITE THINK, LLC	DLI	SERV/EXPANDED LEARNING OPP FUNDS	141,500.00
P22-01054	Inclusive Education & Community Partnership	Special Ed	SERV (BEHAVIOR SUPPORT & 1 to 1 SVCS)	20,000.00
P22-01055	Rochester 100, Inc	SORIA	Mats/Sup - Instructional	589.95
P22-01056	Houghton Mifflin Harcourt	ERC	Textbooks	3,096.15
P22-01057	Houghton Mifflin Harcourt	ERC	Textbooks	6,192.30
P22-01058	G&T UNIFORMS AND APPAREL	LEMONWOOD	MATL/SUPP	1,417.52
P22-01059	School Datebooks	LEMONWOOD	MATL/SUPP	1,470.81
P22-01060	HECTOR RAMOS OUTCAST SPORTS AND APPAREL	SORIA	Mats/Sup - Instructional	4,016.03
P22-01061	Nestle Waters North America Re ady Refresh	DRIFILL	Mat/Supp-instructional	2,000.00
P22-01062	ENOKI EVENTS, LLC BOOST COLLAB ORATIVE	ED SERVICES	ASES/SERV	17,000.00

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Includes Purchase Orders dated 08/05/2021 - 09/03/2021

PO Number	Vendor Name	Loc	Description	Order Amount
P22-01063	SCHOOL TECH SUPPLY	MARSHALL	Matl/Supp-Instructional	2,811.96
P22-01064	Grainger Inc	LEMONWOOD	MATL/SUPP	80.95
P22-01065	Ventura Co Office Of Education	Special Ed	SERV (RR103108)	537.72
P22-01066	Ventura Co Office Of Education	Special Ed	SERV (DG052310)	739.37
P22-01067	Art Trek	Special Ed	SERV	36,810.00
P22-01068	Matt Oppenheimer Tutorific!	ED SERVICES	TITLE 2/SERV	35,000.00
P22-01069	Ventura Co Office Of Education	ED SERVICES	TITLE 2/SERV	22,000.00
P22-01070	Foundation for California Community College	ASES	ASES/SERV	22,500.00
P22-01071	Pearson Education	Special Ed	SERV	500.00
P22-01072	REBECCA JACQUEZ	CURREN	matl/sup - instructional	75.00
P22-01073	Affordable Tables And Chairs	CURREN	serv - instructional	214.00
P22-01074	WIEBER CORPORATION FACTORY EXPRESS	GRAPHICS	Materials and Supplies	453.90
P22-01075	Walmart	ENGLISH LEARNE	MATL/SUP- DLAC	500.00
P22-01076	kid-grit, LLC	ASES	SERV	20,000.00
P22-01077	ALTERNATIVE BEHAVIOR STRATEGIE S, LLC	Special Ed	SERV	500,000.00
P22-01078	SCHOOL TECH SUPPLY	LEMONWOOD	COMPUTER EQUIPMENT	3,158.77
P22-01079	First Book	FREMONT	BKS-Instructional	218.46
P22-01080	SCHOOL TECH SUPPLY	KAMALA	Materials & Supplies-Inst	1,666.03
P22-01081	Batteries Plus- Camarillo	FRANK	Matl/ Supplies /Student Gym	1,211.76
P22-01083	Smart And Final Iris Co	ENGLISH LEARNE	MATL/SUP- DLAC	1,000.00
P22-01084	Spicers Paper Inc	GRAPHICS	Materials and Supplies	1,617.06
P22-01085	Smart And Final Iris Co	SIERRA LINDA	MATL/SUPP (Student Incentives - SEE NOTES)	1,200.00
P22-01086	Ventura Co Office Of Education	Special Ed	SERV (PT)	13,494.92
P22-01087	Amazon Com	KAMALA	Materials & Supplies-Inst	191.98
P22-01088	SCHOOL SPECIALTY LLC	WAREHOUSE	Stores Supplies	832.49
P22-01089	Amazon Com	FRANK	MATL/SUP	182.91
P22-01090	UNIV OF CALIF SANTA BARBARA RE GENT OF UNIV OF CALIFORNIA	ED SERVICES	Conf-	60.00
P22-01091	CALIFORNIA STATE UNIVERSITY CH ANNEL ISLANDS	ED SERVICES	TITLE IV/SERV	10,000.00
P22-01092	CARNITAS EL BROTHER INC	RAMONA	SIP-DAY Food Catering (8.20.21)	786.33
P22-01093	Amazon Com	MARSHALL	Matl/Supp-Instructional	673.03
P22-01094	Ventura Co Office Of Education	Special Ed	SERV (JV120313)	48,237.41
P22-01095	Amazon Com	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	1,188.35
P22-01096	Amazon Com	SIERRA LINDA	MATL/SUPP (Amplifiers)	424.41
P22-01097	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	979.57
P22-01098	Ventura Co Office Of Education	Special Ed	SERV (MA102113)	38,336.65
P22-01099	Ventura Co Office Of Education	Special Ed	SERV (EA061202)	7,736.40
P22-01100	Ventura Co Office Of Education	Special Ed	SERV (JS040110)	6,846.25
P22-01101	Ventura Co Office Of Education	Special Ed	SERV (IR033009)	39,257.65
P22-01102	Ventura Co Office Of Education	Special Ed	SERV (SC102507)	2,532.75
P22-01103	Ventura Co Office Of Education	Special Ed	SERV (DG052310)	7,344.98
P22-01104	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Admin	137.01
P22-01105	Home Depot Inc	FRANK	MATL/SUP -	489.44

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PO Number	Vendor Name	Loc	Description	Order Amount
P22-01106	BARNES AND NOBLE BOOKSELLERS, INC.	ED SERVICES	MTLS/SUPL	1,715.77
P22-01107	Amazon Com	KAMALA	Materials & Supplies-Admin	447.15
P22-01108	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	466.19
P22-01109	Amazon Com	WAREHOUSE	Stores Supplies	528.60
P22-01110	Amazon Com	KAMALA	Materials & Supplies-Admin	46.89
P22-01111	LANDMARK GRADING & PAVING dba/ QUALITY PAVING	FACILITIES	DEF MAINT/BLDG (FRA/LOP/MCA ASPHALT PROJ)	367,274.00
P22-01112	Rosetta Stone Ltd	ENGLISH LEARNE	Online License/Distance Learning	1,650.00
P22-01113	GJM DISTRIBUTOR INC. TRI COUNTY BREAD SERVICE	CNS	Sup	476.30
P22-01115	Petroleum Telcom Inc DBA Telecom	KAMALA	Materials & Supplies-Admin	622.73
P22-01116	EBERHARD ENERGY SYSTEMS	FACILITIES	DEF MAINT/BLDG (FRANK & FREMONT ROOFING PROJ)	418,858.00
P22-01117	CCI Office Technologies	GRAPHICS	Materials and Supplies	4,271.68
P22-01118	City Impact Inc	Special Ed	SERV	419,156.96
P22-01119	Ventura Co Office Of Education	BUSINESS	SERV Capitol Advisors Annual	5,455.00
P22-01120	Amazon Com	RISK MGMT	Materials & Supplies	226.56
P22-01121	EDUCATIONAL MANAGEMENT SOLUTIONS LLC	HR	SERV/ESSER II FUNDS	79,995.00
P22-01122	Mobile Modular Management	PURCHASING	RENTAL/ FRANK	23,286.00
P22-01123	SCHOOL NUTRITION ASSOCIATION	CNS	membership	132.50
P22-01124	Gold Star Foods	CNS	rental	20,000.00
P22-01125	Office Depot Bus Ser Div	WAREHOUSE	STORES- PPE SUPPLIES	4,587.41
P22-01126	BARNES AND NOBLE BOOKSELLERS, INC.	ED SERVICES	MTRL/SUPL	70.71
P22-01127	SCHOOL TECH SUPPLY	CURREN	matl/sup - instructional	622.69
P22-01128	Hand2mind	SORIA	Mats/Sup - Instructional	400.73
P22-01129	Perma Bound Books	FRANK	BKS - INSTRUCTIONAL	613.11
P22-01130	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	372.54
P22-01131	Amazon Com	CHAVEZ	BOOKS OTHER THAN TEXTBOOKS-INSTRUCTIONAL	57.43
P22-01132	Amazon Com	FREMONT	Materials and Supplies (Instructional)	236.73
Total Number of POs			444	Total 10,626,831.97

Fund Recap

Fund	Description	PO Count	Amount
010	GENERAL FUND	1	89,740.06
Total Fiscal Year 2021			89,740.06

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 08/05/2021 - 09/03/2021

Fund Recap (continued)

Fund	Description	PO Count	Amount
010	GENERAL FUND	348	5,254,341.47
120	CHILD DEVELOPMENT FUND	5	2,198.82
130	CAFETERIA FUND	80	4,377,326.76
140	DEFERRED MAINTENANCE FUND	3	793,882.06
251	DEVELOPER FEES	7	96,342.80
510	BOND INTEREST & REDEMPTION 1988	1	3,000.00
512	BOND INTEREST REDEMPTION 2006	1	2,500.00
513	BOND INTEREST REDEMPTION 2012	1	4,500.00
514	BOND INTEREST REDEMPTION 2016	1	3,000.00
		Total Fiscal Year 2022	10,537,091.91
		Total	10,626,831.97

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

ESCAPE ONLINE

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Includes Purchase Orders dated 08/05/2021 - 09/03/2021

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P19-00297	80,460.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	20,115.00
P22-00105	15,400.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	400.00
P22-00194	2,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P22-00270	2,000.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	1,000.00
P22-00301	7,000.00	010-5632	GENERAL FUND/REPAIRS	4,000.00
P22-00315	7,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	2,000.00
P22-00472	72.03	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	13.66
P22-00627	4,424.32	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	158.01
		010-5223	GENERAL FUND/BOARD MEMBER LOPEZ	158.01
		010-5224	GENERAL FUND/BOARD MEMBER ROBLES-SOLIS	158.01
		010-5229	GENERAL FUND/BOARD MEMBER MARTINEZ	158.01
		Total PO P22-00627		632.04
P22-00646	125.77	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	36.69
P22-00651	18,911.08	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,748.31
P22-00655	626.06	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	208.69-
P22-00687	1,420.20	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	807.62
		Total PO Changes		31,544.63

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

ESCAPE ONLINE

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OSD BOARD AGENDA ITEM

Name of Contributor: Ruth F. Quinto, CPA

Date of Meeting: September 22, 2021

Agenda Section: Section C: Consent Agenda

Oxnard School District Revised 2020/2021 Year-end Unaudited Actuals Financial Report (Quinto/Crandall Plasencia)

Educational Code Section 42100 states that "On or before September 15, the governing board of each school district shall approve, on a form prescribed by the Superintendent of Public Instruction, an annual statement of all receipts and expenditures of the district for the preceding fiscal year and shall file the statement with the County Superintendent of Schools".

At the September 8, 2021 Board meeting, the Board received a presentation on the Oxnard School District 2020/21 Unaudited Actual Financial Information, and approved the report provided, which met the statutory deadline.

On Monday, September 13, 2021, the Ventura County Office of Education contacted our Budget and Finance department with a correction to the 2020/21 LCFF Revenue, which had not been included in the 2020/21 Unaudited Actuals report that was approved by the Board on September 8, 2021. In order to capture this correction and provide an accurate Unaudited Actuals report to both the Board, the VCOE, and our auditors, the revised 2020/21 Unaudited Actuals report is submitted for Board approval.

The following describes differences to the revised 2020/21 Unaudited Actuals:

Revenue – LCFF Revenue decreased by \$1.8 million, as calculated in the final LCFF Calculator for FY2020/21.

Expenditures and Contributions – All expenditures and contributions remain the same as previously reported.

Assigned and Designated Fund Balance – The unrestricted reserve for economic uncertainties remains at \$12.9 million (6%) for 2020/21. The Pandemic Learning and Recovery assigned balance is reduced by \$1.8 million, to \$20.5 million.

FISCAL IMPACT:

The 2020/21 year-end unaudited actuals reflect the district's unencumbered reserve at \$12.9 million, or 6.0% which is within guidelines established by Board Policy 3100.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance, that the Board of Trustees accept the Oxnard School District 2020/2021 Unaudited Actual

Financial Information and authorize its filing with the Ventura County Office of Education.

ADDITIONAL MATERIALS:

Attached: [2020/21 Year-end Unaudited Actuals \(146 pages\)](#)

2020-2021 UNAUDITED ACTUAL FINANCIAL INFORMATION



Board Meeting of
September 22, 2021

Prepared by:
Ruth F. Quinto, CPA, Assistant Superintendent,
Business & Fiscal Services
and
Mary Crandall Plasencia, Director of Finance

Vision:
Empowering All Children
to
Achieve Excellence

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



OXNARD SCHOOL DISTRICT

1051 South A Street • Oxnard, CA 93030 • (805) 487-3918

OXNARD SCHOOL DISTRICT Unaudited Actual Financial Information 2020-2021

September 22, 2021

Members of the Board of Trustees
Citizens and Administration of the District

Ladies and Gentlemen:

Educational Code Section 42100 states that “on or before September 15, the governing board of each school district shall approve, on a form prescribed by the Superintendent of Public Instruction, an annual statement of all receipts and expenditures of the district for the preceding fiscal year and shall file the statement with the County Superintendent of Schools.”

In keeping with Educational Code Section 42100 the Oxnard School District is providing for your review the final Unaudited Actuals for the financial year ending June 30th, 2021 for all District funds.

With the exception of the District’s beginning balance and reserve adjustments, the 2021/2022 budget remains unchanged from the June 23, 2021 Adopted Budget. Changes in the estimated fund balances due to the 2020/21 ‘Unaudited Actuals’ are incorporated into the beginning balances for 2021/22 for all funds.

Respectfully Submitted,

Ruth F. Quinto, CPA,
Assistant Superintendent, Business & Fiscal Services

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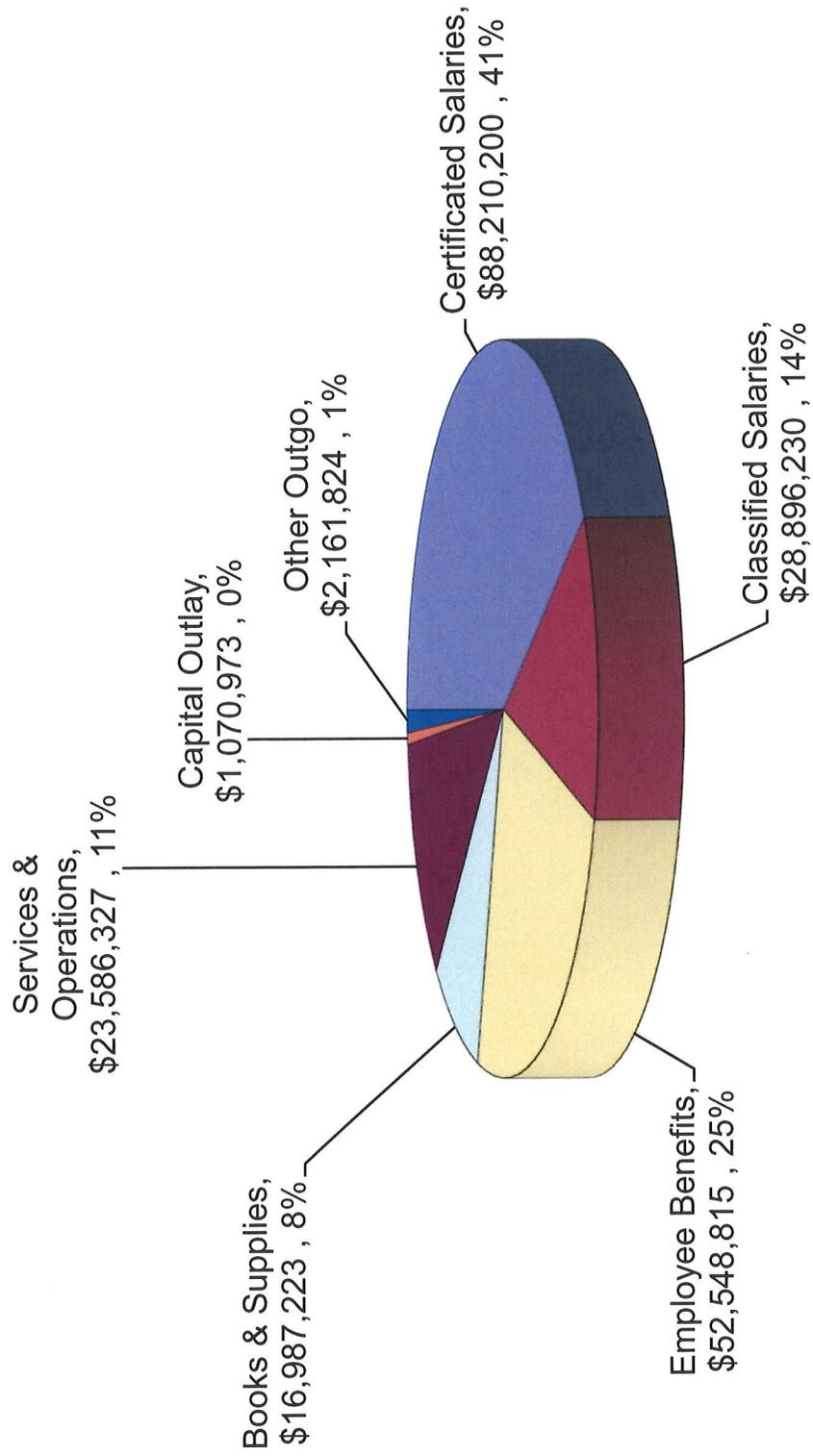
CHARTS

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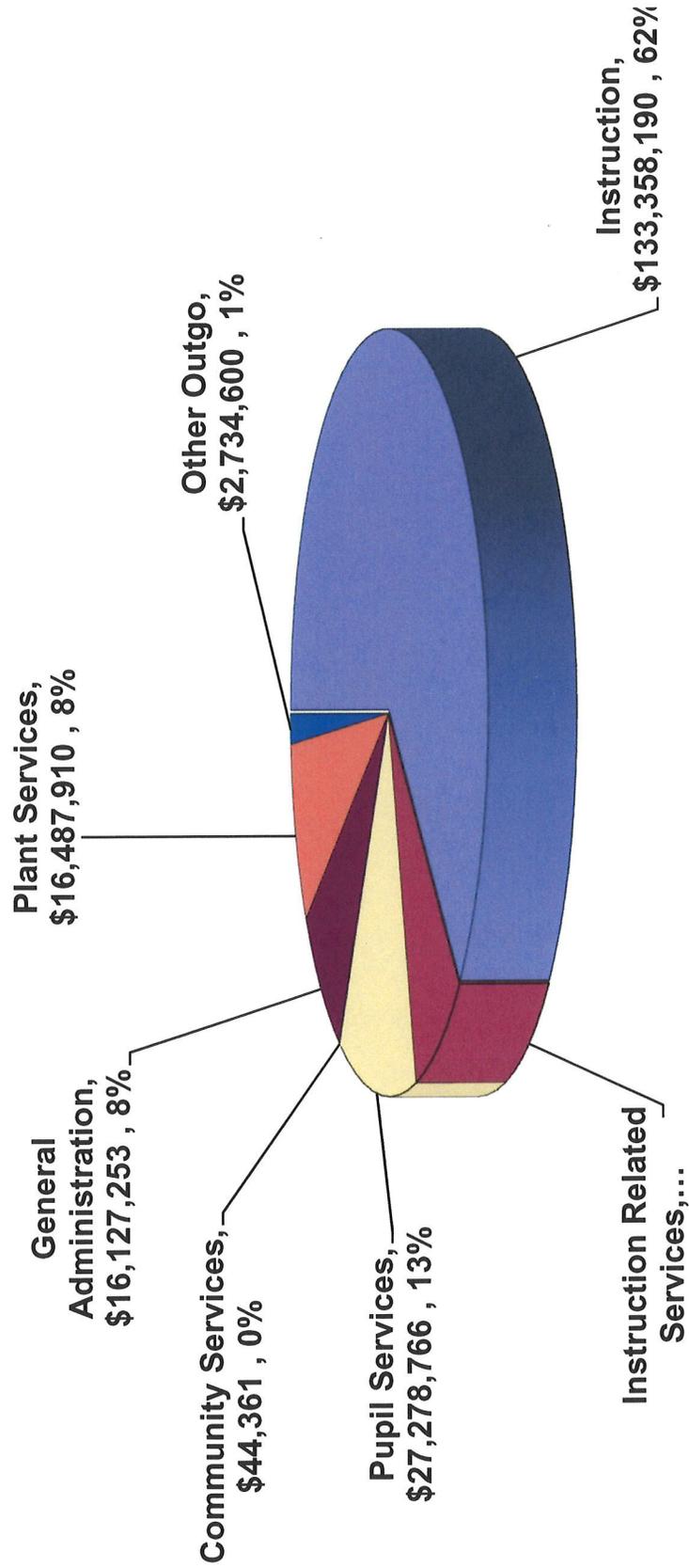
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2020-21 Unaudited Actuals General Fund Expenditures by Type Unrestricted and Restricted



2020-21 Unaudited Actuals
General Fund Expenditures by Function
 Unrestricted and Restricted



Unaudited Actuals
FINANCIAL REPORTS
2020-21 Unaudited Actuals
Summary of Unaudited Actual Data Submission

Following is a summary of the critical data elements contained in your unaudited actual data. Since these data may have fiscal implications for your agency, please verify their accuracy before filing your unaudited actual financial reports.

Form	Description	Value
CEA	Percent of Current Cost of Education Expended for Classroom Compensation Must equal or exceed 60% for elementary, 55% for unified, and 50% for high school districts or future apportionments may be affected. (EC 41372)	61.33%
	CEA Deficiency Amount Applicable to districts not exempt from the requirement and not meeting the minimum classroom compensation percentage - see Form CEA for further details.	\$0.00
ESMOE	Every Student Succeeds Act (ESSA) Maintenance of Effort (MOE) Determination If MOE Not Met, the 2022-23 apportionment may be reduced by the lesser of the following two percentages: MOE Deficiency Percentage - Based on Total Expenditures MOE Deficiency Percentage - Based on Expenditures Per ADA	MOE Met
GANN	Adjustments to Appropriations Limit Per Government Code Section 7902.1 If this amount is not zero, it represents an increase to your Appropriations Limit. The Department of Finance must be notified of increases within 45 days of budget adoption.	\$0.00
	Adjusted Appropriations Limit	\$100,154,733.31
	Appropriations Subject to Limit These amounts represent the board approved Appropriations Limit and Appropriations Subject to Limit pursuant to Government Code Section 7906 and EC 42132.	\$100,154,733.31
ICR	Preliminary Proposed Indirect Cost Rate Fixed-with-carry-forward indirect cost rate for use in 2022-23, subject to CDE approval.	5.68%

1/15/2021

UNAUDITED ACTUAL FINANCIAL REPORT:

To the County Superintendent of Schools:

2020-21 UNAUDITED ACTUAL FINANCIAL REPORT. This report was prepared in accordance with Education Code Section 41010 and is hereby approved and filed by the governing board of the school district pursuant to Education Code Section 42100.

Signed: _____
Clerk/Secretary of the Governing Board
(Original signature required)

Date of Meeting: Sep 22, 2021

To the Superintendent of Public Instruction:

2020-21 UNAUDITED ACTUAL FINANCIAL REPORT. This report has been verified for accuracy by the County Superintendent of Schools pursuant to Education Code Section 42100.

Signed: _____
County Superintendent/Designee
(Original signature required)

Date: _____

For additional information on the unaudited actual reports, please contact:

For County Office of Education:

Danielle Brook
Name
Executive Director, SBAS
Title
805-383-1981
Telephone
dbrook@vcoe.org
E-mail Address

For School District:

Mary Crandall Plasencia
Name
Director of Finance
Title
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Telephone
mcrandallplasencia@oxnardsd
E-mail Address

G = General Ledger Data; S = Supplemental Data

Form	Description	Data Supplied For:	
		2020-21 Unaudited Actuals	2021-22 Budget
01	General Fund/County School Service Fund	GS	GS
08	Student Activity Special Revenue Fund	G	G
09	Charter Schools Special Revenue Fund		
10	Special Education Pass-Through Fund		
11	Adult Education Fund		
12	Child Development Fund	G	G
13	Cafeteria Special Revenue Fund	G	G
14	Deferred Maintenance Fund	G	G
15	Pupil Transportation Equipment Fund		
17	Special Reserve Fund for Other Than Capital Outlay Projects		
18	School Bus Emissions Reduction Fund		
19	Foundation Special Revenue Fund		
20	Special Reserve Fund for Postemployment Benefits		
21	Building Fund	G	G
25	Capital Facilities Fund	G	G
30	State School Building Lease-Purchase Fund		
35	County School Facilities Fund	G	G
40	Special Reserve Fund for Capital Outlay Projects		
49	Capital Project Fund for Blended Component Units		
51	Bond Interest and Redemption Fund	G	G
52	Debt Service Fund for Blended Component Units		
53	Tax Override Fund		
56	Debt Service Fund		
57	Foundation Permanent Fund		
61	Cafeteria Enterprise Fund		
62	Charter Schools Enterprise Fund		
63	Other Enterprise Fund		
66	Warehouse Revolving Fund		
67	Self-Insurance Fund		
71	Retiree Benefit Fund	G	G
73	Foundation Private-Purpose Trust Fund		
76	Warrant/Pass-Through Fund		
95	Student Body Fund		
A	Average Daily Attendance	S	S
ASSET	Schedule of Capital Assets	S	
CA	Unaudited Actuals Certification	S	
CAT	Schedule for Categoricals		
CEA	Current Expense Formula/Minimum Classroom Comp. - Actuals	GS	
CHG	Change Order Form		
DEBT	Schedule of Long-Term Liabilities	S	
ESMOE	Every Student Succeeds Act Maintenance of Effort	GS	
GANN	Appropriations Limit Calculations	GS	GS
ICR	Indirect Cost Rate Worksheet	GS	
L	Lottery Report	GS	
PCRAF	Program Cost Report Schedule of Allocation Factors	GS	
PCR	Program Cost Report	GS	

G = General Ledger Data; S = Supplemental Data

Form	Description	Data Supplied For:	
		2020-21 Unaudited Actuals	2021-22 Budget
SEA	Special Education Revenue Allocations		
SEAS	Special Education Revenue Allocations Setup (SELPA Selection)	S	S
SIAA	Summary of Interfund Activities - Actuals	G	

Description	2020-21 Unaudited Actuals			2021-22 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
A. DISTRICT						
1. Total District Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	15,194.07	14,601.42	15,194.07	14,355.10	14,355.10	15,194.07
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	0.00
3. Total Basic Aid Open Enrollment Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)	0.00	0.00	0.00	0.00	0.00	0.00
4. Total, District Regular ADA (Sum of Lines A1 through A3)	15,194.07	14,601.42	15,194.07	14,355.10	14,355.10	15,194.07
5. District Funded County Program ADA						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0.00
b. Special Education-Special Day Class	47.01	47.01	47.01	47.01	47.01	47.01
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0.00
d. Special Education Extended Year	6.82	6.82	6.82	6.82	6.82	6.82
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	0.00
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]	0.00	0.00	0.00	0.00	0.00	0.00
g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)	53.83	53.83	53.83	53.83	53.83	53.83
6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)	15,247.90	14,655.25	15,247.90	14,408.93	14,408.93	15,247.90
7. Adults in Correctional Facilities						
8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	2020-21 Unaudited Actuals			2021-22 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
B. COUNTY OFFICE OF EDUCATION						
1. County Program Alternative Education Grant ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, County Program Alternative Education ADA (Sum of Lines B1a through B1c)	0.00	0.00	0.00	0.00	0.00	0.00
2. District Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
g. Total, District Funded County Program ADA (Sum of Lines B2a through B2f)	0.00	0.00	0.00	0.00	0.00	0.00
3. TOTAL COUNTY OFFICE ADA (Sum of Lines B1d and B2g)	0.00	0.00	0.00	0.00	0.00	0.00
4. Adults in Correctional Facilities						
5. County Operations Grant ADA						
6. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	2020-21 Unaudited Actuals			2021-22 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
C. CHARTER SCHOOL ADA						
Authorizing LEAs reporting charter school SACS financial data in their Fund 01, 09, or 62 use this worksheet to report ADA for those charter schools. Charter schools reporting SACS financial data separately from their authorizing LEAs in Fund 01 or Fund 62 use this worksheet to report their ADA.						
FUND 01: Charter School ADA corresponding to SACS financial data reported in Fund 01.						
1. Total Charter School Regular ADA						
2. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C2a through C2c)	0.00	0.00	0.00	0.00	0.00	0.00
3. Charter School Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. Total, Charter School Funded County Program ADA (Sum of Lines C3a through C3e)	0.00	0.00	0.00	0.00	0.00	0.00
4. TOTAL CHARTER SCHOOL ADA (Sum of Lines C1, C2d, and C3f)	0.00	0.00	0.00	0.00	0.00	0.00
FUND 09 or 62: Charter School ADA corresponding to SACS financial data reported in Fund 09 or Fund 62.						
5. Total Charter School Regular ADA						
6. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C6a through C6c)	0.00	0.00	0.00	0.00	0.00	0.00
7. Charter School Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. Total, Charter School Funded County Program ADA (Sum of Lines C7a through C7e)	0.00	0.00	0.00	0.00	0.00	0.00
8. TOTAL CHARTER SCHOOL ADA (Sum of Lines C5, C6d, and C7f)	0.00	0.00	0.00	0.00	0.00	0.00
9. TOTAL CHARTER SCHOOL ADA Reported in Fund 01, 09, or 62 (Sum of Lines C4 and C8)	0.00	0.00	0.00	0.00	0.00	0.00

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
A. REVENUES									
1) LCFF Sources		8010-8099	167,476,462.51	0.00	167,476,462.51	178,055,309.00	0.00	178,055,309.00	6.3%
2) Federal Revenue		8100-8299	0.00	31,189,405.65	31,189,405.65	0.00	44,789,039.00	44,789,039.00	43.6%
3) Other State Revenue		8300-8599	3,783,489.73	25,418,234.92	29,201,724.65	3,171,945.00	6,823,607.00	9,995,552.00	-65.8%
4) Other Local Revenue		8600-8799	3,354,030.10	9,977,052.22	13,331,082.32	1,286,200.00	9,858,850.00	11,145,050.00	-16.4%
5) TOTAL REVENUES			174,613,982.34	66,584,692.79	241,198,675.13	182,513,454.00	61,471,496.00	243,984,950.00	1.2%
B. EXPENDITURES									
1) Certificated Salaries		1000-1999	68,020,393.67	20,189,806.36	88,210,200.03	59,322,427.00	27,926,364.00	87,248,791.00	-1.1%
2) Classified Salaries		2000-2999	17,200,099.62	11,696,129.89	28,896,229.51	14,825,026.00	15,059,653.00	29,884,679.00	3.4%
3) Employee Benefits		3000-3999	32,525,465.24	20,023,349.55	52,548,814.79	30,840,837.00	15,297,572.00	46,138,409.00	-12.2%
4) Books and Supplies		4000-4999	3,224,457.16	13,762,765.72	16,987,222.88	7,211,709.00	8,045,863.00	15,257,572.00	-10.2%
5) Services and Other Operating Expenditures		5000-5999	11,254,715.03	12,343,601.42	23,598,316.45	16,749,537.00	13,801,971.00	30,551,508.00	29.5%
6) Capital Outlay		6000-6999	143,985.34	926,988.16	1,070,973.50	8,000.00	109,010.00	117,010.00	-89.1%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	1,070,094.49	1,664,506.00	2,734,600.49	938,000.00	1,765,000.00	2,703,000.00	-1.2%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(1,532,437.77)	959,661.63	(572,776.14)	(1,619,804.00)	903,801.00	(716,003.00)	25.0%
9) TOTAL EXPENDITURES			131,906,772.78	81,566,808.73	213,473,581.51	128,275,732.00	82,909,234.00	211,184,966.00	-1.1%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)									
			42,707,209.56	(14,982,115.94)	27,725,093.62	54,237,722.00	(21,437,738.00)	32,799,984.00	18.3%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers		8900-8929	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
a) Transfers In									
b) Transfers Out		7600-7629	1,000,000.00	0.00	1,000,000.00	0.00	0.00	0.00	-100.0%
2) Other Sources/Uses		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
a) Sources									
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(19,498,389.89)	19,498,389.89	0.00	(37,381,214.00)	37,381,214.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			(20,498,389.89)	19,498,389.89	(1,000,000.00)	(37,381,214.00)	37,381,214.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			22,208,819.67	4,516,273.95	26,725,093.62	16,856,508.00	15,943,476.00	32,799,984.00	22.7%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance		9791	15,165,228.87	2,373,994.69	17,539,223.56	37,374,048.54	6,890,268.64	44,264,317.18	152.4%
a) As of July 1 - Unaudited		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Audit Adjustments			15,165,228.87	2,373,994.69	17,539,223.56	37,374,048.54	6,890,268.64	44,264,317.18	152.4%
c) As of July 1 - Audited (F1a + F1b)		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Other Restatements			15,165,228.87	2,373,994.69	17,539,223.56	37,374,048.54	6,890,268.64	44,264,317.18	152.4%
e) Adjusted Beginning Balance (F1c + F1d)			37,374,048.54	6,890,268.64	44,264,317.18	54,230,556.54	22,833,744.64	77,064,301.18	74.1%
2) Ending Balance, June 30 (E + F1e)									
Components of Ending Fund Balance									
a) Nonspendable		9711	20,000.00	0.00	20,000.00	0.00	0.00	0.00	-100.0%
Revolving Cash		9712	219,782.79	0.00	219,782.79	0.00	0.00	0.00	-100.0%
Stores		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prepaid Items		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9740	0.00	6,890,268.64	6,890,268.64	0.00	32,986,408.28	32,986,408.28	378.7%
b) Restricted									
c) Committed		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Stabilization Arrangements		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments									
d) Assigned		9780	24,267,872.00	0.00	24,267,872.00	27,904,433.00	0.00	27,904,433.00	15.0%
Other Assignments		9780	150,000.00		150,000.00				
Bus replacement	0000	9780	2,000,000.00		2,000,000.00				
Textbook set-aside	0000	9780	1,542,000.00		1,542,000.00				
1x funds Building Maintenance	0000	9780	20,575,872.00		20,575,872.00				
Pandemic Learning and Recovery	0000	9780				150,000.00		150,000.00	
Bus replacement	0000	9780				2,000,000.00		2,000,000.00	
Textbook set-aside	0000	9780				1,542,000.00		1,542,000.00	
1x funds Building Maintenance	0000	9780				24,212,433.00		24,212,433.00	
Pandemic Learning and Recovery	0000	9780							
e) Unassigned/Unappropriated		9789	12,866,393.75	0.00	12,866,393.75	16,173,459.90	0.00	16,173,459.90	25.7%
Reserve for Economic Uncertainties		9790	0.00	0.00	0.00	10,152,663.64	(10,152,663.64)	0.00	0.0%
Unassigned/Unappropriated Amount									

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
G. ASSETS									
1) Cash									
a) in County Treasury		9110	50,867,961.49	47,946.30	50,915,907.79				
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00	0.00	0.00				
b) in Banks		9120	0.00	0.00	0.00				
c) in Revolving Cash Account		9130	20,000.00	0.00	20,000.00				
d) with Fiscal Agent/Trustee		9135	6,773.24	0.00	6,773.24				
e) Collections Awaiting Deposit		9140	0.00	0.00	0.00				
2) Investments		9150	0.00	0.00	0.00				
3) Accounts Receivable		9200	1,030,959.51	10,043,798.42	11,074,757.93				
4) Due from Grantor Government		9290	14,747,097.00	3,799,634.00	18,546,731.00				
5) Due from Other Funds		9310	586,955.05	625,170.03	1,212,125.08				
6) Stores		9320	219,782.79	0.00	219,782.79				
7) Prepaid Expenditures		9330	0.00	0.00	0.00				
8) Other Current Assets		9340	0.00	0.00	0.00				
9) TOTAL ASSETS			67,479,529.08	14,516,548.75	81,996,077.83				
H. DEFERRED OUTFLOWS OF RESOURCES									
1) Deferred Outflows of Resources		9490	0.00	0.00	0.00				
2) TOTAL DEFERRED OUTFLOWS			0.00	0.00	0.00				
I. LIABILITIES									
1) Accounts Payable		9500	2,669,652.80	4,933,459.50	7,603,112.30				
2) Due to Grantor Governments		9590	3,619,622.00	0.00	3,619,622.00				
3) Due to Other Funds		9610	23,776,657.62	0.00	23,776,657.62				
4) Current Loans		9640	0.00	0.00	0.00				
5) Unearned Revenue		9650	39,548.13	2,692,820.61	2,732,368.74				
6) TOTAL LIABILITIES			30,105,480.55	7,626,280.11	37,731,760.66				
J. DEFERRED INFLOWS OF RESOURCES									
1) Deferred Inflows of Resources		9690	0.00	0.00	0.00				
2) TOTAL DEFERRED INFLOWS			0.00	0.00	0.00				
K. FUND EQUITY									
Ending Fund Balance, June 30									

Description (must agree with line F2) (G9 + H2) - (I6 + J2)	Resource Codes		Object Codes		2020-21 Unaudited Actuals			2021-22 Budget			% Diff Column C & F
					Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
					37,374,048.53	6,890,268.64	44,264,317.17				

Description	2020-21 Unaudited Actuals		2021-22 Budget		% Diff Column C & F
	Unrestricted (A)	Restricted (B)	Unrestricted (D)	Restricted (E)	
LCFF SOURCES					
Principal Apportionment State Aid - Current Year	89,192,444.00	0.00	124,986,475.00	0.00	40.1%
Education Protection Account State Aid - Current Year	50,317,865.00	0.00	29,204,594.00	0.00	-42.0%
State Aid - Prior Years	3.00	3.00	0.00	0.00	-100.0%
Tax Relief Subventions Homeowners' Exemptions	167,294.84	0.00	161,196.00	0.00	-3.6%
Timber Yield Tax	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes	7,106.33	0.00	6,612.00	0.00	-7.0%
County & District Taxes Secured Roll Taxes	24,995,495.90	0.00	23,752,179.00	0.00	-5.0%
Unsecured Roll Taxes	512,265.80	0.00	516,193.00	0.00	0.8%
Prior Years' Taxes	102,899.98	0.00	82,039.00	0.00	-20.3%
Supplemental Taxes	884,444.47	0.00	623,263.00	0.00	-29.5%
Education Revenue Augmentation Fund (ERAF)	324,953.99	0.00	222,758.00	0.00	-31.4%
Community Redevelopment Funds (SB 617/699/1992)	1,971,689.20	0.00	0.00	0.00	-100.0%
Penalties and Interest from Delinquent Taxes	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604) Royalties and Bonuses	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources	168,476,462.51	0.00	179,555,309.00	0.00	6.6%
LCFF Transfers					
Unrestricted LCFF Transfers - Current Year	(1,000,000.00)		(1,500,000.00)		50.0%
All Other LCFF Transfers - Current Year	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL LCFF SOURCES			167,476,462.51	0.00	167,476,462.51	178,055,309.00	0.00	178,055,309.00	6.3%
FEDERAL REVENUE									
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	3,017,683.94	3,017,683.94	0.00	3,001,264.00	3,001,264.00	-0.5%
Special Education Discretionary Grants		8182	0.00	139,448.78	139,448.78	0.00	140,000.00	140,000.00	0.4%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290		5,573,387.63	5,573,387.63		4,544,484.00	4,544,484.00	-18.5%
Title I, Part D, Local Delinquent Programs	3025	8290		0.00	0.00		0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290		221,967.66	221,967.66		906,731.00	906,731.00	308.5%
Title III, Part A, Immigrant Student Program	4201	8290		31,258.60	31,258.60		34,000.00	34,000.00	8.8%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Title III, Part A, English Learner Program	4203	8290		654,754.28	654,754.28		1,650,992.00	1,650,992.00	152.2%
Public Charter Schools Grant Program (PCSGP)	4610	8290		0.00	0.00		0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3020, 3040, 3041, 3045, 3060, 3061, 3110, 3150, 3155, 3177, 3180, 3181, 3182, 3185, 4037, 4050, 4123, 4124, 4126, 4127, 4128, 5510, 5630	8290		333,764.74	333,764.74		1,053,809.00	1,053,809.00	215.7%
Career and Technical Education	3500-3599	8290		0.00	0.00		0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	21,217,140.02	21,217,140.02	0.00	33,457,759.00	33,457,759.00	57.7%
TOTAL FEDERAL REVENUE			0.00	31,189,405.65	31,189,405.65	0.00	44,789,039.00	44,789,039.00	43.6%
OTHER STATE REVENUE									
Other State Apportionments									
ROC/P Entitlement	6360	8319		0.00	0.00		0.00	0.00	0.0%
Prior Years									
Special Education Master Plan	6500	8311		0.00	0.00		0.00	0.00	0.0%
Current Year									
Prior Years	6500	8319		0.00	0.00		0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	372,761.00	372,761.00	0.00	371,761.00	371,761.00	-0.3%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520		0.00	0.00		0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	488,945.00	0.00	488,945.00	488,945.00	0.00	488,945.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	2,586,333.23	1,089,039.25	3,675,372.48	2,393,000.00	780,115.00	3,173,115.00	-13.7%
Tax Relief Subventions									
Restricted Levies - Other									
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590		2,463,291.15	2,463,291.15		3,300,000.00	3,300,000.00	34.0%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Charter School Facility Grant	6030	8590		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	0.0%
California Clean Energy Jobs Act	6230	8590		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	0.0%
American Indian Early Childhood Education	7210	8590		0.00	0.00		0.00	0.00	0.0%
Specialized Secondary	7370	8590		0.00	0.00		0.00	0.00	0.0%
Quality Education Investment Act	7400	8590		0.00	0.00		0.00	0.00	0.0%
All Other State Revenue	All Other	8590	708,211.50	21,493,143.52	22,201,355.02	290,000.00	2,371,731.00	2,661,731.00	-88.0%
TOTAL, OTHER STATE REVENUE			3,783,489.73	25,418,234.92	29,201,724.65	3,171,945.00	6,823,607.00	9,995,552.00	-65.8%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals		2021-22 Budget		% Diff Column C & F	
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)		Restricted (E)
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.00
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.00
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.00
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.00
Non-Ad Valorem Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.00
Parcel Taxes		8622	0.00	0.00	0.00	0.00	0.00	0.00
Other		8625	0.00	0.00	0.00	0.00	0.00	0.00
Community Redevelopment Funds		8629	0.00	0.00	0.00	0.00	0.00	0.00
Not Subject to LCFF Deduction								
Penalties and Interest from								
Delinquent Non-LCFF								
Taxes								
Sales								
Sale of Equipment/Supplies		8631	2,285.70	0.00	2,285.70	2,000.00	0.00	2,000.00
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.00
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.00
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.00
Leases and Rentals		8650	177,564.66	0.00	177,564.66	155,000.00	0.00	155,000.00
Interest		8660	246,069.41	0.00	246,069.41	180,000.00	0.00	180,000.00
Net Increase (Decrease) in the Fair Value								
of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.00
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.00
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.00
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.00
Interagency Services		8677	0.00	232,196.35	232,196.35	0.00	0.00	0.00
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.00
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.00
Other Local Revenue								
Plus: Misc Funds Non-LCFF								

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
(50%) Adjustment		8691	0.00	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	0.00	0.0%
All Other Local Revenue		8699	2,928,110.33	68,349.87	2,996,460.20	949,200.00	117,701.00	1,066,901.00	-64.4%
Tuition		8710	0.00	(66,284.00)	(66,284.00)	0.00	110,000.00	110,000.00	-266.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Apportionments									
Special Education SELPA Transfers From Districts or Charter Schools	6500	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6500	8792		9,742,790.00	9,742,790.00		9,631,149.00	9,631,149.00	-1.1%
From JPAs	6500	8793		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers									
From Districts or Charter Schools	6360	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6360	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6360	8793		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments									
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL_OTHER LOCAL REVENUE			3,354,030.10	9,977,052.22	13,331,082.32	1,286,200.00	9,858,850.00	11,145,050.00	-16.4%
TOTAL REVENUES			174,613,982.34	66,584,692.79	241,198,675.13	182,513,454.00	61,471,496.00	243,984,950.00	1.2%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
CERTIFICATED SALARIES									
Certificated Teachers' Salaries		1100	57,033,354.93	12,802,203.65	69,835,558.58	50,311,225.00	17,951,925.00	68,263,150.00	-2.3%
Certificated Pupil Support Salaries		1200	4,744,342.91	6,267,381.38	11,011,724.29	3,709,793.00	8,123,295.00	11,833,088.00	7.5%
Certificated Supervisors' and Administrators' Salaries		1300	6,242,695.83	495,194.33	6,737,890.16	5,301,409.00	1,161,659.00	6,463,068.00	-4.1%
Other Certificated Salaries		1900	0.00	625,027.00	625,027.00	0.00	689,485.00	689,485.00	10.3%
TOTAL CERTIFICATED SALARIES			68,020,393.67	20,189,806.36	88,210,200.03	59,322,427.00	27,926,364.00	87,248,791.00	-1.1%
CLASSIFIED SALARIES									
Classified Instructional Salaries		2100	778,973.67	6,626,147.99	7,405,121.66	481,968.00	7,418,240.00	7,900,208.00	6.7%
Classified Support Salaries		2200	4,654,567.22	2,951,498.59	7,606,065.81	3,435,652.00	4,359,123.00	7,794,775.00	2.5%
Classified Supervisors' and Administrators' Salaries		2300	1,376,444.39	472,562.92	1,849,007.31	1,478,980.00	496,576.00	1,975,556.00	6.8%
Clerical, Technical and Office Salaries		2400	7,412,800.70	663,966.93	8,076,767.63	6,518,340.00	1,491,005.00	8,009,345.00	-0.8%
Other Classified Salaries		2900	2,977,313.64	981,953.46	3,959,267.10	2,910,086.00	1,294,709.00	4,204,795.00	6.2%
TOTAL CLASSIFIED SALARIES			17,200,099.62	11,696,129.89	28,896,229.51	14,825,026.00	15,059,653.00	29,884,679.00	3.4%
EMPLOYEE BENEFITS									
STRS		3101-3102	10,371,288.55	11,313,864.89	21,685,153.44	10,074,865.00	3,524,951.00	13,599,816.00	-37.3%
PERS		3201-3202	3,913,041.90	2,522,655.74	6,435,697.64	3,911,938.00	3,447,817.00	7,359,755.00	14.4%
OASDI/Medicare/Alternative		3301-3302	2,342,271.96	1,217,045.72	3,559,317.68	2,082,171.00	1,384,167.00	3,466,338.00	-2.6%
Health and Welfare Benefits		3401-3402	11,127,476.85	2,667,693.16	13,795,170.01	9,631,146.00	3,858,566.00	13,489,712.00	-2.2%
Unemployment Insurance		3501-3502	44,433.89	18,290.73	62,724.62	909,092.00	422,322.00	1,331,414.00	2022.6%
Workers' Compensation		3601-3602	1,703,981.89	635,385.82	2,339,367.71	1,533,495.00	719,495.00	2,252,990.00	-3.7%
OPEB, Allocated		3701-3702	3,014,444.14	774,845.55	3,789,289.69	2,686,762.00	1,126,684.00	3,813,446.00	0.6%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	8,526.06	873,567.94	882,094.00	11,368.00	813,570.00	824,938.00	-6.5%
TOTAL EMPLOYEE BENEFITS			32,525,465.24	20,023,349.55	52,548,814.79	30,840,837.00	15,297,572.00	46,138,409.00	-12.2%
BOOKS AND SUPPLIES									
Approved Textbooks and Core Curricula Materials		4100	73,513.91	435,411.09	508,925.00	1,200,000.00	640,115.00	1,840,115.00	261.6%
Books and Other Reference Materials		4200	69,445.71	327,574.40	397,020.11	52,089.00	91,345.00	143,434.00	-63.9%
Materials and Supplies		4300	2,762,179.40	5,351,297.06	8,113,476.46	5,541,920.00	7,096,910.00	12,638,830.00	55.8%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Noncapitalized Equipment		4400	319,318.14	7,255,837.22	7,575,155.36	417,700.00	217,493.00	635,193.00	-91.6%
Food		4700	0.00	392,645.95	392,645.95	0.00	0.00	0.00	-100.0%
TOTAL BOOKS AND SUPPLIES			3,224,457.16	13,762,765.72	16,987,222.88	7,211,709.00	8,045,863.00	15,257,572.00	-10.2%
SERVICES AND OTHER OPERATING EXPENDITURES									
Subagreements for Services		5100	1,650,652.05	6,860,748.94	8,511,400.99	3,850,000.00	8,027,552.00	11,877,552.00	39.5%
Travel and Conferences		5200	106,749.92	261,285.30	368,035.22	335,005.00	286,973.00	621,978.00	69.0%
Dues and Memberships		5300	101,892.29	20,277.33	122,169.62	121,320.00	6,185.00	127,505.00	4.4%
Insurance		5400 - 5450	1,652,022.57	0.00	1,652,022.57	1,725,000.00	0.00	1,725,000.00	4.4%
Operations and Housekeeping Services		5500	2,756,668.04	4,238.00	2,760,906.04	2,805,500.00	0.00	2,805,500.00	1.6%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	517,301.14	245,263.97	762,565.11	1,097,844.00	263,597.00	1,361,441.00	78.5%
Transfers of Direct Costs		5710	(38,563.32)	38,563.32	0.00	(106,845.00)	106,845.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(54,633.64)	3,086.47	(51,547.17)	(18,700.00)	42,000.00	23,300.00	-145.2%
Professional/Consulting Services and Operating Expenditures		5800	4,017,908.46	4,257,519.17	8,275,427.63	6,233,783.00	5,050,319.00	11,284,102.00	36.4%
Communications		5900	544,717.52	652,618.92	1,197,336.44	706,630.00	18,500.00	725,130.00	-39.4%
TOTAL SERVICES AND OTHER OPERATING EXPENDITURES			11,254,715.03	12,343,601.42	23,598,316.45	16,749,537.00	13,801,971.00	30,551,508.00	29.5%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals			2021-22 Budget			% Diff Column C & F
			Total Fund col. A + B (C)		Total Fund col. D + E (F)				
			Unrestricted (A)	Restricted (B)	Unrestricted (D)	Restricted (E)			
CAPITAL OUTLAY									
Land		6100	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	56,574.87	0.00	0.00	0.00	0.00	-100.0%
Buildings and Improvements of Buildings		6200	99,625.00	393,041.83	0.00	0.00	0.00	0.00	-100.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	44,360.34	477,371.46	8,000.00	109,010.00	117,010.00	117,010.00	-77.6%
Equipment Replacement		6500	0.00	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	0.00	0.0%
TOTAL CAPITAL OUTLAY			143,985.34	926,988.16	8,000.00	109,010.00	117,010.00	117,010.00	-89.1%
OTHER OUTGO (excluding Transfers of Indirect Costs)									
Tuition		7110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition for Instruction Under Interdistrict Attendance Agreements		7130	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7141	63,384.00	0.00	20,000.00	0.00	0.00	20,000.00	-68.4%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7142	594,606.00	1,664,506.00	500,000.00	1,765,000.00	2,265,000.00	2,265,000.00	0.3%
Payments to County Offices		7143	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to JPAs		7211	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues To Districts or Charter Schools		7212	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7213	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7221		0.00		0.00		0.00	0.0%
Special Education SELPA Transfers of Apportionments To Districts or Charter Schools	6500	7222		0.00		0.00		0.00	0.0%
To County Offices	6500	7223		0.00		0.00		0.00	0.0%
To JPAs	6500			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	0.0%
To Districts or Charter Schools	6360	7222		0.00		0.00		0.00	0.0%
To County Offices	6360	7223		0.00		0.00		0.00	0.0%
To JPAs				0.00		0.00		0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service		7438	94,296.80	0.00	94,296.80	98,000.00	0.00	98,000.00	3.9%
Debt Service - Interest		7439	317,807.69	0.00	317,807.69	320,000.00	0.00	320,000.00	0.7%
Other Debt Service - Principal			1,070,094.49	1,664,506.00	2,734,600.49	938,000.00	1,765,000.00	2,703,000.00	-1.2%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)									
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS									
Transfers of Indirect Costs		7310	(959,661.63)	959,661.63	0.00	(903,801.00)	903,801.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	(572,776.14)	0.00	(572,776.14)	(716,003.00)	0.00	(716,003.00)	25.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(1,532,437.77)	959,661.63	(572,776.14)	(1,619,804.00)	903,801.00	(716,003.00)	25.0%
TOTAL EXPENDITURES			131,906,772.78	81,566,808.73	213,473,581.51	128,275,732.00	82,909,234.00	211,184,966.00	-1.1%

Description	2020-21 Unaudited Actuals		2021-22 Budget			% Diff Column C & F
	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	
INTERFUND TRANSFERS						
INTERFUND TRANSFERS IN						
From: Special Reserve Fund	0.00	0.00	0.00	0.00	0.00	0.00%
From: Bond Interest and Redemption Fund	0.00	0.00	0.00	0.00	0.00	0.00%
Other Authorized Interfund Transfers In	0.00	0.00	0.00	0.00	0.00	0.00%
(a) TOTAL, INTERFUND TRANSFERS IN	0.00	0.00	0.00	0.00	0.00	0.00%
INTERFUND TRANSFERS OUT						
To: Child Development Fund	0.00	0.00	0.00	0.00	0.00	0.00%
To: Special Reserve Fund	0.00	0.00	0.00	0.00	0.00	0.00%
To: State School Building Fund/ County School Facilities Fund	0.00	0.00	0.00	0.00	0.00	0.00%
To: Cafeteria Fund	0.00	0.00	0.00	0.00	0.00	0.00%
Other Authorized Interfund Transfers Out	1,000,000.00	0.00	1,000,000.00	0.00	0.00	-100.0%
(b) TOTAL, INTERFUND TRANSFERS OUT	1,000,000.00	0.00	1,000,000.00	0.00	0.00	-100.0%
OTHER SOURCES/USES						
SOURCES						
State Apportionments	0.00	0.00	0.00	0.00	0.00	0.00%
Emergency Apportionments						
Proceeds						
Proceeds from Disposal of Capital Assets	0.00	0.00	0.00	0.00	0.00	0.00%
Other Sources						
Transfers from Funds of Lapsed/Reorganized LEAs	0.00	0.00	0.00	0.00	0.00	0.00%
Long-Term Debt Proceeds						
Proceeds from Certificates of Participation	0.00	0.00	0.00	0.00	0.00	0.00%
Proceeds from Leases	0.00	0.00	0.00	0.00	0.00	0.00%
Proceeds from Lease Revenue Bonds	0.00	0.00	0.00	0.00	0.00	0.00%
All Other Financing Sources	0.00	0.00	0.00	0.00	0.00	0.00%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
(c) TOTAL, SOURCES			0.00	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	0.00	0.0%
All Other Financing Uses		7699	0.00	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	0.00	0.0%
CONTRIBUTIONS									
Contributions from Unrestricted Revenues		8980	(19,498,389.89)	19,498,389.89	0.00	(37,381,214.00)	37,381,214.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(19,498,389.89)	19,498,389.89	0.00	(37,381,214.00)	37,381,214.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(20,498,389.89)	19,498,389.89	(1,000,000.00)	(37,381,214.00)	37,381,214.00	0.00	-100.0%

Description	Function Codes	Object Codes	2020-21 Unaudited Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
A. REVENUES									
1) LCFF Sources		8010-8099	167,476,462.51	0.00	167,476,462.51	178,055,309.00	0.00	178,055,309.00	6.3%
2) Federal Revenue		8100-8299	0.00	31,189,405.65	31,189,405.65	0.00	44,789,039.00	44,789,039.00	43.6%
3) Other State Revenue		8300-8599	3,783,489.73	25,418,234.92	29,201,724.65	3,171,945.00	6,823,607.00	9,995,552.00	-65.8%
4) Other Local Revenue		8600-8799	3,354,030.10	9,977,052.22	13,331,082.32	1,286,200.00	9,858,850.00	11,145,050.00	-16.4%
5) TOTAL REVENUES			174,613,982.34	66,584,692.79	241,198,675.13	182,513,454.00	61,471,496.00	243,984,950.00	1.2%
B. EXPENDITURES (Objects 1000-7999)									
1) Instruction	1000-1999		86,071,402.67	47,286,787.21	133,358,189.88	80,694,106.00	47,445,640.00	128,139,746.00	-3.9%
2) Instruction - Related Services	2000-2999		13,749,418.61	3,681,093.84	17,430,512.45	12,597,384.00	5,652,015.00	18,249,399.00	4.7%
3) Pupil Services	3000-3999		11,965,167.68	15,325,587.46	27,290,755.14	13,009,480.00	17,212,947.00	30,222,427.00	10.7%
4) Ancillary Services	4000-4999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	44,360.67	44,360.67	0.00	44,536.00	44,536.00	0.4%
6) Enterprise	6000-6999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
7) General Administration	7000-7999		10,344,690.89	5,782,562.26	16,127,253.15	14,035,988.00	2,592,125.00	16,628,113.00	3.1%
8) Plant Services	8000-8999		8,705,998.44	7,781,911.29	16,487,909.73	7,000,774.00	8,196,971.00	15,197,745.00	-7.8%
9) Other Outgo	9000-9999	Except 7600-7699	1,070,094.49	1,664,506.00	2,734,600.49	938,000.00	1,765,000.00	2,703,000.00	-1.2%
10) TOTAL EXPENDITURES			131,906,772.78	81,566,808.73	213,473,581.51	128,275,732.00	82,909,234.00	211,184,966.00	-1.1%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)									
			42,707,209.56	(14,982,115.94)	27,725,093.62	54,237,722.00	(21,437,738.00)	32,799,984.00	18.3%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers		8900-8929	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
a) Transfers In									
b) Transfers Out		7600-7629	1,000,000.00	0.00	1,000,000.00	0.00	0.00	0.00	-100.0%
2) Other Sources/Uses		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
a) Sources									
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(19,498,389.89)	19,498,389.89	0.00	(37,381,214.00)	37,381,214.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			(20,498,389.89)	19,498,389.89	(1,000,000.00)	(37,381,214.00)	37,381,214.00	0.00	-100.0%

Description	Function Codes	Object Codes	2020-21 Unaudited Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			22,208,819.67	4,516,273.95	26,725,093.62	16,856,508.00	15,943,476.00	32,799,984.00	22.7%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance		9791	15,165,228.87	2,373,994.69	17,539,223.56	37,374,048.54	6,890,268.64	44,264,317.18	152.4%
a) As of July 1 - Unaudited		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Audit Adjustments									
c) As of July 1 - Audited (F1a + F1b)		9795	15,165,228.87	2,373,994.69	17,539,223.56	37,374,048.54	6,890,268.64	44,264,317.18	152.4%
d) Other Restatements			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			15,165,228.87	2,373,994.69	17,539,223.56	37,374,048.54	6,890,268.64	44,264,317.18	152.4%
2) Ending Balance, June 30 (E + F1e)			37,374,048.54	6,890,268.64	44,264,317.18	54,230,556.54	22,833,744.64	77,064,301.18	74.1%
Components of Ending Fund Balance									
a) Nonspendable		9711	20,000.00	0.00	20,000.00	0.00	0.00	0.00	-100.0%
Revolving Cash		9712	219,782.79	0.00	219,782.79	0.00	0.00	0.00	-100.0%
Stores		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prepaid Items		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9740	0.00	6,890,268.64	6,890,268.64	0.00	32,986,408.28	32,986,408.28	378.7%
b) Restricted									
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments (by Resource/Object)		9780	24,267,872.00	0.00	24,267,872.00	27,904,433.00	0.00	27,904,433.00	15.0%
Bus replacement		9780	150,000.00		150,000.00				
Textbook set-aside		9780	2,000,000.00		2,000,000.00				
1x funds Building Maintenance		9780	1,542,000.00		1,542,000.00				
Pandemic Learning and Recovery		9780	20,575,872.00		20,575,872.00				
Bus replacement		9780				150,000.00		150,000.00	
Textbook set-aside		9780				2,000,000.00		2,000,000.00	
1x funds Building Maintenance		9780				1,542,000.00		1,542,000.00	
Pandemic Learning and Recovery		9780				24,212,433.00		24,212,433.00	
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	12,866,393.75	0.00	12,866,393.75	16,173,459.90	0.00	16,173,459.90	25.7%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.00	10,152,663.64	(10,152,663.64)	0.00	0.0%

Resource	Description	2020-21		2021-22
		Unaudited Actuals		Budget
3212	Elementary and Secondary School Emergency Relief II (ESSER II) F	0.00	0.00	2,750,100.00
3213	Elementary and Secondary School Emergency Relief III (ESSER III) I	0.00	0.00	18,961,274.00
3214	Elementary and Secondary School Emergency Relief III (ESSER III) I	0.00	0.00	4,740,319.00
5640	Medi-Cal Billing Option	923,938.77		1,201,840.77
6300	Lottery: Instructional Materials	367,877.33		367,877.33
7311	Classified School Employee Professional Development Block Grant	71,278.62		71,278.62
7388	SB 117 COVID-19 LEA Response Funds	256,353.84		256,353.84
7425	Expanded Learning Opportunities (ELO) Grant	952,561.73		0.00
7426	Expanded Learning Opportunities (ELO) Grant: Paraprofessional Sta	537,235.63		0.00
8150	Ongoing & Major Maintenance Account (RMA: Education Code Sectir	3,477,296.59		4,333,638.59
9010	Other Restricted Local	303,726.13		303,726.13
Total, Restricted Balance		6,890,268.64		32,986,408.28

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	4,666.45	0.00	-100.0%
5) TOTAL, REVENUES			4,666.45	0.00	-100.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	31,004.11	0.00	-100.0%
5) Services and Other Operating Expenditures		5000-5999	1,092.00	0.00	-100.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			32,096.11	0.00	-100.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(27,429.66)	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(27,429.66)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	0.00	173,620.84	New
b) Audit Adjustments					
		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)					
			0.00	173,620.84	New
d) Other Restatements					
		9795	201,050.50	0.00	-100.0%
e) Adjusted Beginning Balance (F1c + F1d)					
			201,050.50	173,620.84	-13.6%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	0.00	0.00	0.0%
Stores					
		9712	0.00	0.00	0.0%
Prepaid Items					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted					
		9740	173,620.84	173,620.84	0.0%
c) Committed					
Stabilization Arrangements					
		9750	0.00	0.00	0.0%
Other Commitments					
		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments					
		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties					
		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount					
		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	173,620.84		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			173,620.84		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenues		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			173,620.84		

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
REVENUES					
Sale of Equipment and Supplies		8631	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
All Other Local Revenue		8699	4,666.45	0.00	-100.0%
TOTAL, REVENUES			4,666.45	0.00	-100.0%
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	0.00	0.00	0.0%
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
BOOKS AND SUPPLIES					
Materials and Supplies		4300	31,004.11	0.00	-100.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			31,004.11	0.00	-100.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	1,092.00	0.00	-100.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			1,092.00	0.00	-100.0%
CAPITAL OUTLAY					
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.0%
TOTAL, EXPENDITURES			32,096.11	0.00	-100.0%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES					
(a- b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	4,666.45	0.00	-100.0%
5) TOTAL, REVENUES			4,666.45	0.00	-100.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		32,096.11	0.00	-100.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			32,096.11	0.00	-100.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(27,429.66)	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(27,429.66)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	0.00	173,620.84	New
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			0.00	173,620.84	New
d) Other Restatements		9795	201,050.50	0.00	-100.0%
e) Adjusted Beginning Balance (F1c + F1d)			201,050.50	173,620.84	-13.6%
2) Ending Balance, June 30 (E + F1e)			173,620.84	173,620.84	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	173,620.84	173,620.84	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2020-21 Unaudited Actuals	2021-22 Budget
8210	Student Activity Funds	173,620.84	173,620.84
Total, Restricted Balance		173,620.84	173,620.84

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	85,443.75	0.00	-100.0%
3) Other State Revenue		8300-8599	1,640,077.98	2,109,039.00	28.6%
4) Other Local Revenue		8600-8799	3,143.28	4,000.00	27.3%
5) TOTAL, REVENUES			1,728,665.01	2,113,039.00	22.2%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	1,020,286.19	1,198,752.00	17.5%
3) Employee Benefits		3000-3999	321,028.12	522,982.00	62.9%
4) Books and Supplies		4000-4999	184,953.59	138,153.00	-25.3%
5) Services and Other Operating Expenditures		5000-5999	16,283.90	100,750.00	518.7%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	78,330.49	104,402.00	33.3%
9) TOTAL, EXPENDITURES			1,620,882.29	2,065,039.00	27.4%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			107,782.72	48,000.00	-55.5%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			107,782.72	48,000.00	-55.5%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	416,270.51	524,053.23	25.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			416,270.51	524,053.23	25.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			416,270.51	524,053.23	25.9%
2) Ending Balance, June 30 (E + F1e)			524,053.23	572,053.23	9.2%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			524,053.23	572,053.23	9.2%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	471,629.65		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	173,316.12		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			644,945.77		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	46,630.80		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	74,261.74		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			120,892.54		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			524,053.23		

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
FEDERAL REVENUE					
Child Nutrition Programs		8220	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	85,443.75	0.00	-100.0%
TOTAL, FEDERAL REVENUE			85,443.75	0.00	-100.0%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
State Preschool	6105	8590	1,516,908.98	2,064,039.00	36.1%
All Other State Revenue	All Other	8590	123,169.00	45,000.00	-63.5%
TOTAL, OTHER STATE REVENUE			1,640,077.98	2,109,039.00	28.6%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
Interest		8660	3,143.28	4,000.00	27.3%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Child Development Parent Fees		8673	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			3,143.28	4,000.00	27.3%
TOTAL, REVENUES			1,728,665.01	2,113,039.00	22.2%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	746,487.68	881,111.00	18.0%
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	111,428.64	108,429.00	-2.7%
Clerical, Technical and Office Salaries		2400	84,120.85	120,848.00	43.7%
Other Classified Salaries		2900	78,249.02	88,364.00	12.9%
TOTAL, CLASSIFIED SALARIES			1,020,286.19	1,198,752.00	17.5%
EMPLOYEE BENEFITS					
STRS		3101-3102	72,837.37	48,605.00	-33.3%
PERS		3201-3202	118,940.22	196,393.00	65.1%
OASDI/Medicare/Alternative		3301-3302	59,570.04	77,658.00	30.4%
Health and Welfare Benefits		3401-3402	33,891.04	45,813.00	35.2%
Unemployment Insurance		3501-3502	667.27	14,502.00	2073.3%
Workers' Compensation		3601-3602	20,228.79	23,992.00	18.6%
OPEB, Allocated		3701-3702	14,893.39	116,019.00	679.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			321,028.12	522,982.00	62.9%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	31.46	0.00	-100.0%
Materials and Supplies		4300	170,135.40	119,653.00	-29.7%
Noncapitalized Equipment		4400	14,786.73	18,500.00	25.1%
Food		4700	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			184,953.59	138,153.00	-25.3%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	198.00	40,750.00	20480.8%
Dues and Memberships		5300	0.00	5,000.00	New
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	5,102.22	10,000.00	96.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	6,796.76	15,000.00	120.7%
Professional/Consulting Services and Operating Expenditures		5800	2,842.00	17,000.00	498.2%
Communications		5900	1,344.92	13,000.00	866.6%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			16,283.90	100,750.00	518.7%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	78,330.49	104,402.00	33.3%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			78,330.49	104,402.00	33.3%
TOTAL, EXPENDITURES			1,620,882.29	2,065,039.00	27.4%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8911	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	85,443.75	0.00	-100.0%
3) Other State Revenue		8300-8599	1,640,077.98	2,109,039.00	28.6%
4) Other Local Revenue		8600-8799	3,143.28	4,000.00	27.3%
5) TOTAL, REVENUES			1,728,665.01	2,113,039.00	22.2%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		1,149,480.78	1,481,216.00	28.9%
2) Instruction - Related Services	2000-2999		393,071.02	479,421.00	22.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		78,330.49	104,402.00	33.3%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			1,620,882.29	2,065,039.00	27.4%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)					
			107,782.72	48,000.00	-55.5%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			107,782.72	48,000.00	-55.5%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	416,270.51	524,053.23	25.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			416,270.51	524,053.23	25.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			416,270.51	524,053.23	25.9%
2) Ending Balance, June 30 (E + F1e)			524,053.23	572,053.23	9.2%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			524,053.23	572,053.23	9.2%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2020-21 Unaudited Actuals	2021-22 Budget
6130	Child Development: Center-Based Reserve Account	310,928.68	358,928.68
9010	Other Restricted Local	213,124.55	213,124.55
Total, Restricted Balance		524,053.23	572,053.23

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	11,548,329.00	11,912,928.00	3.2%
3) Other State Revenue		8300-8599	998,865.21	872,599.00	-12.6%
4) Other Local Revenue		8600-8799	25,572.49	57,000.00	122.9%
5) TOTAL, REVENUES			12,572,766.70	12,842,527.00	2.1%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	3,532,725.99	4,017,823.00	13.7%
3) Employee Benefits		3000-3999	1,382,230.04	1,647,034.00	19.2%
4) Books and Supplies		4000-4999	4,835,270.40	6,444,450.00	33.3%
5) Services and Other Operating Expenditures		5000-5999	138,696.39	122,700.00	-11.5%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	494,445.65	611,601.00	23.7%
9) TOTAL, EXPENDITURES			10,383,368.47	12,843,608.00	23.7%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			2,189,398.23	(1,081.00)	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			2,189,398.23	(1,081.00)	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	964,501.62	3,153,899.85	227.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			964,501.62	3,153,899.85	227.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			964,501.62	3,153,899.85	227.0%
2) Ending Balance, June 30 (E + F1e)			3,153,899.85	3,152,818.85	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	206.00	0.00	-100.0%
Stores		9712	166,259.30	0.00	-100.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	2,987,434.55	3,152,818.85	5.5%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	352,761.32		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	206.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	4,034,485.98		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	166,259.30		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			4,553,712.60		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	280,197.07		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	1,119,615.68		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			1,399,812.75		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			3,153,899.85		

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
FEDERAL REVENUE					
Child Nutrition Programs		8220	10,282,287.64	11,101,003.00	8.0%
Donated Food Commodities		8221	1,266,041.36	811,925.00	-35.9%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			11,548,329.00	11,912,928.00	3.2%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	998,865.21	872,599.00	-12.6%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			998,865.21	872,599.00	-12.6%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	15,977.66	41,000.00	156.6%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	6,625.24	16,000.00	141.5%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	2,969.59	0.00	-100.0%
TOTAL, OTHER LOCAL REVENUE			25,572.49	57,000.00	122.9%
TOTAL, REVENUES			12,572,766.70	12,842,527.00	2.1%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	3,158,641.19	3,599,572.00	14.0%
Classified Supervisors' and Administrators' Salaries		2300	229,145.52	219,165.00	-4.4%
Clerical, Technical and Office Salaries		2400	144,939.28	199,086.00	37.4%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			3,532,725.99	4,017,823.00	13.7%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	725,327.57	899,933.00	24.1%
OASDI/Medicare/Alternative		3301-3302	264,148.91	301,655.00	14.2%
Health and Welfare Benefits		3401-3402	246,142.33	241,036.00	-2.1%
Unemployment Insurance		3501-3502	1,993.94	48,504.00	2332.6%
Workers' Compensation		3601-3602	69,552.82	80,389.00	15.6%
OPEB, Allocated		3701-3702	75,064.47	75,517.00	0.6%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			1,382,230.04	1,647,034.00	19.2%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	332,057.51	227,450.00	-31.5%
Noncapitalized Equipment		4400	2,615.16	22,000.00	741.2%
Food		4700	4,500,597.73	6,195,000.00	37.6%
TOTAL, BOOKS AND SUPPLIES			4,835,270.40	6,444,450.00	33.3%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	1,800.00	6,080.00	237.8%
Dues and Memberships		5300	2,776.40	3,000.00	8.1%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	16,138.50	40,000.00	147.9%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	21,739.80	30,420.00	39.9%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	26,502.75	(38,300.00)	-244.5%
Professional/Consulting Services and Operating Expenditures		5800	69,738.94	80,000.00	14.7%
Communications		5900	0.00	1,500.00	New
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			138,696.39	122,700.00	-11.5%
CAPITAL OUTLAY					
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	494,445.65	611,601.00	23.7%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			494,445.65	611,601.00	23.7%
TOTAL EXPENDITURES			10,383,368.47	12,843,608.00	23.7%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8916	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	11,548,329.00	11,912,928.00	3.2%
3) Other State Revenue		8300-8599	998,865.21	872,599.00	-12.6%
4) Other Local Revenue		8600-8799	25,572.49	57,000.00	122.9%
5) TOTAL REVENUES			12,572,766.70	12,842,527.00	2.1%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		9,872,784.32	12,192,007.00	23.5%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		494,445.65	611,601.00	23.7%
8) Plant Services	8000-8999		16,138.50	40,000.00	147.9%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL EXPENDITURES			10,383,368.47	12,843,608.00	23.7%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			2,189,398.23	(1,081.00)	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			2,189,398.23	(1,081.00)	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	964,501.62	3,153,899.85	227.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			964,501.62	3,153,899.85	227.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			964,501.62	3,153,899.85	227.0%
2) Ending Balance, June 30 (E + F1e)			3,153,899.85	3,152,818.85	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	206.00	0.00	-100.0%
Stores		9712	166,259.30	0.00	-100.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	2,987,434.55	3,152,818.85	5.5%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2020-21 Unaudited Actuals	2021-22 Budget
5310	Child Nutrition: School Programs (e.g., School Lunch, School I	124,355.20	145,697.20
5320	Child Nutrition: Child Care Food Program (CCFP) Claims-Cen	816,236.08	799,592.08
5330	Child Nutrition: Summer Food Service Program Operations	2,046,843.27	2,207,529.57
Total, Restricted Balance		2,987,434.55	3,152,818.85

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	1,000,000.00	1,500,000.00	50.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	4,037.20	5,000.00	23.8%
5) TOTAL, REVENUES			1,004,037.20	1,505,000.00	49.9%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	87,798.43	88,000.00	0.2%
5) Services and Other Operating Expenditures		5000-5999	69,342.18	160,000.00	130.7%
6) Capital Outlay		6000-6999	1,076,301.99	1,249,000.00	16.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			1,233,442.60	1,497,000.00	21.4%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(229,405.40)	8,000.00	-103.5%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	1,000,000.00	0.00	-100.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			1,000,000.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			770,594.60	8,000.00	-99.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	372,699.00	1,143,293.60	206.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			372,699.00	1,143,293.60	206.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			372,699.00	1,143,293.60	206.8%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	1,143,293.60	1,151,293.60	0.7%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21	2021-22	Percent Difference
			Unaudited Actuals	Budget	
G. ASSETS					
1) Cash					
a) in County Treasury		9110	1,241,045.51		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	1,036.78		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			1,242,082.29		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	98,788.69		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			98,788.69		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			1,143,293.60		

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
LCFF SOURCES					
LCFF Transfers					
LCFF Transfers - Current Year		8091	1,000,000.00	1,500,000.00	50.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			1,000,000.00	1,500,000.00	50.0%
OTHER STATE REVENUE					
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	4,037.20	5,000.00	23.8%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			4,037.20	5,000.00	23.8%
TOTAL, REVENUES			1,004,037.20	1,505,000.00	49.9%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	87,798.43	88,000.00	0.2%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			87,798.43	88,000.00	0.2%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	69,342.18	160,000.00	130.7%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			69,342.18	160,000.00	130.7%
CAPITAL OUTLAY					
Land Improvements		6170	349,795.32	450,000.00	28.6%
Buildings and Improvements of Buildings		6200	726,506.67	799,000.00	10.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			1,076,301.99	1,249,000.00	16.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			1,233,442.60	1,497,000.00	21.4%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	1,000,000.00	0.00	-100.0%
(a) TOTAL, INTERFUND TRANSFERS IN			1,000,000.00	0.00	-100.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			1,000,000.00	0.00	-100.0%

Description	Function Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	1,000,000.00	1,500,000.00	50.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	4,037.20	5,000.00	23.8%
5) TOTAL, REVENUES			1,004,037.20	1,505,000.00	49.9%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		1,233,442.60	1,497,000.00	21.4%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			1,233,442.60	1,497,000.00	21.4%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(229,405.40)	8,000.00	-103.5%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	1,000,000.00	0.00	-100.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			1,000,000.00	0.00	-100.0%

Description	Function Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			770,594.60	8,000.00	-99.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	372,699.00	1,143,293.60	206.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			372,699.00	1,143,293.60	206.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			372,699.00	1,143,293.60	206.8%
2) Ending Balance, June 30 (E + F1e)			1,143,293.60	1,151,293.60	0.7%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			1,143,293.60	1,151,293.60	0.7%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<u>Resource</u>	<u>Description</u>	<u>2020-21 Unaudited Actuals</u>	<u>2021-22 Budget</u>
9010	Other Restricted Local	1,143,293.60	1,151,293.60
Total, Restricted Balance		<u>1,143,293.60</u>	<u>1,151,293.60</u>

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	111,358.50	0.00	-100.0%
5) TOTAL, REVENUES			111,358.50	0.00	-100.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	114,329.75	13,446.00	-88.2%
5) Services and Other Operating Expenditures		5000-5999	145,359.00	0.00	-100.0%
6) Capital Outlay		6000-6999	3,032,262.54	28,141,027.00	828.1%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	159,919.83	0.00	-100.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			3,451,871.12	28,154,473.00	715.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(3,340,512.62)	(28,154,473.00)	742.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	18,083,086.50	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			18,083,086.50	0.00	-100.0%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			14,742,573.88	(28,154,473.00)	-291.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	15,081,467.06	29,824,040.94	97.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			15,081,467.06	29,824,040.94	97.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			15,081,467.06	29,824,040.94	97.8%
2) Ending Balance, June 30 (E + F1e)			29,824,040.94	1,669,567.94	-94.4%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	29,824,040.94	1,669,567.94	-94.4%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	9,888,665.42		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	22,473.62		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	20,000,000.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			29,911,139.04		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	87,098.10		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			87,098.10		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			29,824,040.94		

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
FEDERAL REVENUE					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue County and District Taxes					
Other Restricted Levies Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	111,358.50	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			111,358.50	0.00	-100.0%
TOTAL, REVENUES			111,358.50	0.00	-100.0%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	65,410.97	13,446.00	-79.4%
Noncapitalized Equipment		4400	48,918.78	0.00	-100.0%
TOTAL, BOOKS AND SUPPLIES			114,329.75	13,446.00	-88.2%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
Professional/Consulting Services and Operating Expenditures		5800	145,359.00	0.00	-100.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			145,359.00	0.00	-100.0%
CAPITAL OUTLAY					
Land		6100	4,649.31	121,766.00	2519.0%
Land Improvements		6170	15,159.23	79,720.00	425.9%
Buildings and Improvements of Buildings		6200	2,998,246.03	26,279,989.00	776.5%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	14,207.97	1,659,552.00	11580.4%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			3,032,262.54	28,141,027.00	828.1%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	159,919.83	0.00	-100.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			159,919.83	0.00	-100.0%
TOTAL, EXPENDITURES			3,451,871.12	28,154,473.00	715.6%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale of Bonds		8951	18,083,086.50	0.00	-100.0%
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
County School Bldg Aid		8961	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			18,083,086.50	0.00	-100.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			18,083,086.50	0.00	-100.0%

Description	Function Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	111,358.50	0.00	-100.0%
5) TOTAL, REVENUES			111,358.50	0.00	-100.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		3,291,951.29	28,154,473.00	755.3%
9) Other Outgo	9000-9999	Except 7600-7699	159,919.83	0.00	-100.0%
10) TOTAL, EXPENDITURES			3,451,871.12	28,154,473.00	715.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(3,340,512.62)	(28,154,473.00)	742.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	18,083,086.50	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			18,083,086.50	0.00	-100.0%

Description	Function Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			14,742,573.88	(28,154,473.00)	-291.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	15,081,467.06	29,824,040.94	97.8%
b) Audit Adjustments					
		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)					
			15,081,467.06	29,824,040.94	97.8%
d) Other Restatements					
		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)					
			15,081,467.06	29,824,040.94	97.8%
2) Ending Balance, June 30 (E + F1e)					
			29,824,040.94	1,669,567.94	-94.4%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	0.00	0.00	0.0%
Stores					
		9712	0.00	0.00	0.0%
Prepaid Items					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted					
		9740	29,824,040.94	1,669,567.94	-94.4%
c) Committed					
Stabilization Arrangements					
		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)					
		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)					
		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties					
		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount					
		9790	0.00	0.00	0.0%

Resource	Description	2020-21 Unaudited Actuals	2021-22 Budget
9010	Other Restricted Local	29,824,040.94	1,669,567.94
Total, Restricted Balance		29,824,040.94	1,669,567.94

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,301,405.47	950,000.00	-27.0%
5) TOTAL REVENUES			1,301,405.47	950,000.00	-27.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	151,253.46	155,000.00	2.5%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL EXPENDITURES			151,253.46	155,000.00	2.5%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			1,150,152.01	795,000.00	-30.9%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,150,152.01	795,000.00	-30.9%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	6,341,495.67	7,491,647.68	18.1%
b) Audit Adjustments					
		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)					
			6,341,495.67	7,491,647.68	18.1%
d) Other Restatements					
		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)					
			6,341,495.67	7,491,647.68	18.1%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	0.00	0.00	0.0%
Stores					
		9712	0.00	0.00	0.0%
Prepaid Items					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted					
		9740	7,491,647.68	8,286,647.68	10.6%
c) Committed					
Stabilization Arrangements					
		9750	0.00	0.00	0.0%
Other Commitments					
		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments					
		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties					
		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount					
		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	7,505,691.30		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	5,818.44		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			7,511,509.74		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	1,614.40		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	18,247.66		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			19,862.06		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			7,491,647.68		

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
OTHER STATE REVENUE					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue County and District Taxes					
Other Restricted Levies Secured Roll					
		8615	0.00	0.00	0.0%
Unsecured Roll					
		8616	0.00	0.00	0.0%
Prior Years' Taxes					
		8617	0.00	0.00	0.0%
Supplemental Taxes					
		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes					
		8621	0.00	0.00	0.0%
Other					
		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction					
		8625	655,061.70	300,000.00	-54.2%
Penalties and Interest from Delinquent Non-LCFF Taxes					
		8629	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies					
		8631	0.00	0.00	0.0%
Interest					
		8660	38,088.30	150,000.00	293.8%
Net Increase (Decrease) in the Fair Value of Investments					
		8662	0.00	0.00	0.0%
Fees and Contracts Mitigation/Developer Fees					
		8681	608,255.47	500,000.00	-17.8%
Other Local Revenue All Other Local Revenue					
		8699	0.00	0.00	0.0%
All Other Transfers In from All Others					
		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,301,405.47	950,000.00	-27.0%
TOTAL, REVENUES			1,301,405.47	950,000.00	-27.0%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
CERTIFICATED SALARIES					
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	129,225.80	140,000.00	8.3%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	18,247.66	0.00	-100.0%
Professional/Consulting Services and Operating Expenditures		5800	3,780.00	15,000.00	296.8%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			151,253.46	155,000.00	2.5%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			151,253.46	155,000.00	2.5%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,301,405.47	950,000.00	-27.0%
5) TOTAL, REVENUES			1,301,405.47	950,000.00	-27.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		22,027.66	15,000.00	-31.9%
8) Plant Services	8000-8999		129,225.80	140,000.00	8.3%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			151,253.46	155,000.00	2.5%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			1,150,152.01	795,000.00	-30.9%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,150,152.01	795,000.00	-30.9%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	6,341,495.67	7,491,647.68	18.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			6,341,495.67	7,491,647.68	18.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			6,341,495.67	7,491,647.68	18.1%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	7,491,647.68	8,286,647.68	10.6%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<u>Resource</u>	<u>Description</u>	<u>2020-21 Unaudited Actuals</u>	<u>2021-22 Budget</u>
9010	Other Restricted Local	7,491,647.68	8,286,647.68
Total, Restricted Balance		<u>7,491,647.68</u>	<u>8,286,647.68</u>

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	56,538.18	200,000.00	253.7%
5) TOTAL, REVENUES			56,538.18	200,000.00	253.7%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			56,538.18	200,000.00	253.7%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			56,538.18	200,000.00	253.7%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	9,804,096.23	9,860,634.41	0.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			9,804,096.23	9,860,634.41	0.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			9,804,096.23	9,860,634.41	0.6%
2) Ending Balance, June 30 (E + F1e)			9,860,634.41	10,060,634.41	2.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	9,860,634.41	10,060,634.41	2.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	9,852,756.85		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	7,877.56		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			9,860,634.41		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			9,860,634.41		

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
School Facilities Apportionments		8545	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	56,538.18	200,000.00	253.7%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			56,538.18	200,000.00	253.7%
TOTAL, REVENUES			56,538.18	200,000.00	253.7%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
To: State School Building Fund/ County School Facilities Fund From: All Other Funds		8913	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	56,538.18	200,000.00	253.7%
5) TOTAL, REVENUES			56,538.18	200,000.00	253.7%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			56,538.18	200,000.00	253.7%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			56,538.18	200,000.00	253.7%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	9,804,096.23	9,860,634.41	0.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			9,804,096.23	9,860,634.41	0.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			9,804,096.23	9,860,634.41	0.6%
2) Ending Balance, June 30 (E + F1e)			9,860,634.41	10,060,634.41	2.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	9,860,634.41	10,060,634.41	2.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2020-21 Unaudited Actuals	2021-22 Budget
7710	State School Facilities Projects	9,860,634.41	10,060,634.41
Total, Restricted Balance		9,860,634.41	10,060,634.41

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	97,124.84	97,229.00	0.1%
4) Other Local Revenue		8600-8799	15,897,604.03	14,689,025.00	-7.6%
5) TOTAL REVENUES			15,994,728.87	14,786,254.00	-7.6%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	15,313,528.51	16,641,951.00	8.7%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL EXPENDITURES			15,313,528.51	16,641,951.00	8.7%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			681,200.36	(1,855,697.00)	-372.4%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	854,737.27	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			854,737.27	0.00	-100.0%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,535,937.63	(1,855,697.00)	-220.8%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	15,042,930.68	16,578,868.31	10.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			15,042,930.68	16,578,868.31	10.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			15,042,930.68	16,578,868.31	10.2%
2) Ending Balance, June 30 (E + F1e)			16,578,868.31	14,723,171.31	-11.2%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	16,578,868.31	14,723,171.31	-11.2%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	16,569,628.03		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	11,797.78		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			16,581,425.81		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	2,557.50		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			2,557.50		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			16,578,868.31		

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions Voted Indebtedness Levies					
Homeowners' Exemptions		8571	93,243.69	97,229.00	4.3%
Other Subventions/In-Lieu Taxes		8572	3,881.15	0.00	-100.0%
TOTAL, OTHER STATE REVENUE			97,124.84	97,229.00	0.1%
OTHER LOCAL REVENUE					
Other Local Revenue County and District Taxes Voted Indebtedness Levies Secured Roll		8611	14,877,205.77	13,914,262.00	-6.5%
Unsecured Roll		8612	713,518.59	734,763.00	3.0%
Prior Years' Taxes		8613	33,222.44	0.00	-100.0%
Supplemental Taxes		8614	202,672.17	0.00	-100.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Interest		8660	70,985.06	40,000.00	-43.7%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			15,897,604.03	14,689,025.00	-7.6%
TOTAL, REVENUES			15,994,728.87	14,786,254.00	-7.6%

Unaudited Actuals
Bond Interest and Redemption Fund
Expenditures by Object

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Bond Redemptions		7433	5,995,000.00	7,625,000.00	27.2%
Bond Interest and Other Service Charges		7434	9,318,528.51	9,016,951.00	-3.2%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			15,313,528.51	16,641,951.00	8.7%
TOTAL, EXPENDITURES			15,313,528.51	16,641,951.00	8.7%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: General Fund		7614	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	854,737.27	0.00	-100.0%
(c) TOTAL, SOURCES			854,737.27	0.00	-100.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES					
(a - b + c - d + e)			854,737.27	0.00	-100.0%

Unaudited Actuals
Bond Interest and Redemption Fund
Expenditures by Function

Description	Function Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	97,124.84	97,229.00	0.1%
4) Other Local Revenue		8600-8799	15,897,604.03	14,689,025.00	-7.6%
5) TOTAL REVENUES			15,994,728.87	14,786,254.00	-7.6%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	15,313,528.51	16,641,951.00	8.7%
10) TOTAL EXPENDITURES			15,313,528.51	16,641,951.00	8.7%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			681,200.36	(1,855,697.00)	-372.4%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	854,737.27	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			854,737.27	0.00	-100.0%

Unaudited Actuals
Bond Interest and Redemption Fund
Expenditures by Function

Description	Function Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,535,937.63	(1,855,697.00)	-220.8%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	15,042,930.68	16,578,868.31	10.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			15,042,930.68	16,578,868.31	10.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			15,042,930.68	16,578,868.31	10.2%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	16,578,868.31	14,723,171.31	-11.2%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<u>Resource</u>	<u>Description</u>	<u>2020-21 Unaudited Actuals</u>	<u>2021-22 Budget</u>
9010	Other Restricted Local	16,578,868.31	14,723,171.31
Total, Restricted Balance		<u>16,578,868.31</u>	<u>14,723,171.31</u>

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	3,806,945.22	4,421,078.00	16.1%
5) TOTAL, REVENUES			3,806,945.22	4,421,078.00	16.1%
B. EXPENSES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenses		5000-5999	3,621,620.19	3,650,000.00	0.8%
6) Depreciation and Amortization		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENSES			3,621,620.19	3,650,000.00	0.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			185,325.03	771,078.00	316.1%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			185,325.03	771,078.00	316.1%
F. NET POSITION					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	10,705,953.82	10,891,278.85	1.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			10,705,953.82	10,891,278.85	1.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			10,705,953.82	10,891,278.85	1.7%
2) Ending Net Position, June 30 (E + F1e)			10,891,278.85	11,662,356.85	7.1%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	10,891,278.85	11,662,356.85	7.1%
c) Unrestricted Net Position		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	7,111,739.79		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	2,881.44		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	3,776,657.62		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400			
10) TOTAL, ASSETS			10,891,278.85		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) Long-Term Liabilities					
a) Net Pension Liability		9663	0.00		
b) Total/Net OPEB Liability		9664	0.00		
c) Compensated Absences		9665	0.00		
d) COPs Payable		9666	0.00		
e) Capital Leases Payable		9667	0.00		
f) Lease Revenue Bonds Payable		9668	0.00		
g) Other General Long-Term Liabilities		9669	0.00		
7) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. NET POSITION					
Net Position, June 30 (must agree with line F2) (G10 + H2) - (I7 + J2)			10,891,278.85		

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
OTHER LOCAL REVENUE					
Other Local Revenue					
Interest		8660	30,287.60	67,740.00	123.7%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
In-District Premiums/ Contributions		8674	3,776,657.62	4,353,338.00	15.3%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			3,806,945.22	4,421,078.00	16.1%
TOTAL, REVENUES			3,806,945.22	4,421,078.00	16.1%
SERVICES AND OTHER OPERATING EXPENSES					
Subagreements for Services		5100	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	3,621,620.19	3,650,000.00	0.8%
TOTAL, SERVICES AND OTHER OPERATING EXPENSES			3,621,620.19	3,650,000.00	0.8%
TOTAL, EXPENSES			3,621,620.19	3,650,000.00	0.8%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	3,806,945.22	4,421,078.00	16.1%
5) TOTAL, REVENUES			3,806,945.22	4,421,078.00	16.1%
B. EXPENSES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		3,621,620.19	3,650,000.00	0.8%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENSES			3,621,620.19	3,650,000.00	0.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			185,325.03	771,078.00	316.1%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			185,325.03	771,078.00	316.1%
F. NET POSITION					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	10,705,953.82	10,891,278.85	1.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			10,705,953.82	10,891,278.85	1.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			10,705,953.82	10,891,278.85	1.7%
2) Ending Net Position, June 30 (E + F1e)			10,891,278.85	11,662,356.85	7.1%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	10,891,278.85	11,662,356.85	7.1%
c) Unrestricted Net Position		9790	0.00	0.00	0.0%

Resource	Description	2020-21 Unaudited Actuals	2021-22 Budget
9010	Other Restricted Local	10,891,278.85	11,662,356.85
Total, Restricted Net Position		<u>10,891,278.85</u>	<u>11,662,356.85</u>

Unaudited Actuals
2020-21 Unaudited Actuals
Schedule of Capital Assets

56 72538 0000000
Form ASSET

Oxnard Elementary
Ventura County

	Unaudited Balance July 1	Audit Adjustments/ Restatements	Audited Balance July 1	Increases	Decreases	Ending Balance June 30
Governmental Activities:						
Capital assets not being depreciated:						
Land	36,289,804.00	0.00	36,289,804.00	0.00	0.00	36,289,804.00
Work in Progress	138,190,354.00	(19,647,375.00)	118,542,979.00	3,018,916.00		121,561,895.00
Total capital assets not being depreciated	174,480,158.00	(19,647,375.00)	154,832,783.00	3,018,916.00	0.00	157,851,699.00
Capital assets being depreciated:						
Land Improvements	30,534,432.00	0.00	30,534,432.00	348,317.00	0.00	30,882,749.00
Buildings	261,468,117.00	3,024,673.00	264,492,790.00	1,216,890.00		265,709,680.00
Equipment	10,853,048.00	28,500.00	10,881,548.00	535,940.00	2,501.00	11,414,987.00
Total capital assets being depreciated	302,855,597.00	3,053,173.00	305,908,770.00	2,101,147.00	2,501.00	308,007,416.00
Accumulated Depreciation for:						
Land Improvements	(12,978,049.00)	(882,657.00)	(13,860,706.00)	(879,238.00)		(14,739,944.00)
Buildings	(49,218,099.00)	(4,748,578.00)	(53,966,677.00)	(5,164,016.00)		(59,130,693.00)
Equipment	(6,333,488.00)	(739,302.00)	(7,072,790.00)	(548,607.00)		(7,621,397.00)
Total accumulated depreciation	(68,529,636.00)	(6,370,537.00)	(74,900,173.00)	(6,591,861.00)	0.00	(81,492,034.00)
Total capital assets being depreciated, net	234,325,961.00	(3,317,364.00)	231,008,597.00	(4,490,714.00)	2,501.00	226,515,382.00
Governmental activity capital assets, net	408,806,119.00	(22,964,739.00)	385,841,380.00	(1,471,798.00)	2,501.00	384,367,081.00
Business-Type Activities:						
Capital assets not being depreciated:						
Land			0.00			0.00
Work in Progress			0.00			0.00
Total capital assets not being depreciated	0.00	0.00	0.00	0.00	0.00	0.00
Capital assets being depreciated:						
Land Improvements			0.00			0.00
Buildings			0.00			0.00
Equipment			0.00			0.00
Total capital assets being depreciated	0.00	0.00	0.00	0.00	0.00	0.00
Accumulated Depreciation for:						
Land Improvements			0.00			0.00
Buildings			0.00			0.00
Equipment			0.00			0.00
Total accumulated depreciation	0.00	0.00	0.00	0.00	0.00	0.00
Total capital assets being depreciated, net	0.00	0.00	0.00	0.00	0.00	0.00
Business-type activity capital assets, net	0.00	0.00	0.00	0.00	0.00	0.00

Current Expense Formula/Minimum Classroom Compensation

PART I - CURRENT EXPENSE FORMULA	Total Expense for Year (1)	EDP No.	Reductions (See Note 1) (2)	EDP No.	Current Expense of Education (Col 1 - Col 2) (3)	EDP No.	Reductions (Extracted) (See Note 2) (4a)	Reductions (Overrides)* (See Note 2) (4b)	EDP No.	Current Expense-Part II (Col 3 - Col 4) (5)	EDP No.
1000 - Certificated Salaries	88,210,200.03	301	55.65	303	88,210,144.38	305	154,400.70	1,110,144.10	307	87,100,000.28	309
2000 - Classified Salaries	28,896,229.51	311	95,017.18	313	28,801,212.33	315	950,831.13	1,212,274.39	317	27,588,937.94	319
3000 - Employee Benefits	52,548,814.79	321	3,841,725.77	323	48,707,089.02	325	517,915.67	801,889.23	327	47,905,199.79	329
4000 - Books, Supplies Equip Replace. (6500)	16,987,222.88	331	404,794.19	333	16,582,428.69	335	1,416,361.75	11,713,778.78	337	4,868,649.91	339
5000 - Services... & 7300 - Indirect Costs	23,025,540.31	341	135.69	343	23,025,404.62	345	7,332,475.72	9,083,926.86	347	13,941,477.76	349
TOTAL					205,326,279.04	365			TOTAL	181,404,265.68	369

Note 1 - In Column 2, report expenditures for the following programs: Nonagency (Goals 7100-7199), Community Services (Goal 8100), Food Services (Function 3700), Fringe Benefits for Retired Persons (Objects 3701-3702), and Facilities Acquisition & Construction (Function 8500).

Note 2 - In Column 4, report expenditures for: Transportation (Function 3600), Lottery Expenditures (Resource 1100), Special Education Students in Nonpublic Schools (Function 1180), and other federal or state categorical aid in which funds were granted for expenditures in a program not incurring any teacher salary expenditures or requiring disbursement of the funds without regard to the requirements of EC Section 41372.

* If an amount (even zero) is entered in any row of Column 4b or in Line 13b, the form uses only the values in Column 4b and Line 13b rather than the values in Column 4a and Line 13a.

PART II: MINIMUM CLASSROOM COMPENSATION (Instruction, Functions 1000-1999)		Object	EDP No.
1. Teacher Salaries as Per EC 41011.		1100	375
2. Salaries of Instructional Aides Per EC 41011.		2100	380
3. STRS.		3101 & 3102	382
4. PERS.		3201 & 3202	383
5. OASDI - Regular, Medicare and Alternative.		3301 & 3302	384
6. Health & Welfare Benefits (EC 41372) (Include Health, Dental, Vision, Pharmaceutical, and Annuity Plans).		3401 & 3402	385
7. Unemployment Insurance.		3501 & 3502	390
8. Workers' Compensation Insurance.		3601 & 3602	392
9. OPEB, Active Employees (EC 41372).		3751 & 3752	393
10. Other Benefits (EC 22310).		3901 & 3902	393
11. SUBTOTAL Salaries and Benefits (Sum Lines 1 - 10).			395
12. Less: Teacher and Instructional Aide Salaries and Benefits deducted in Column 2.			
13a. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4a (Extracted).			396
b. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4b (Overrides)*.			396
14. TOTAL SALARIES AND BENEFITS.			397
15. Percent of Current Cost of Education Expended for Classroom Compensation (EDP 397 divided by EDP 369) Line 15 must equal or exceed 60% for elementary, 55% for unified and 50% for high school districts to avoid penalty under provisions of EC 41372.			61.33%
16. District is exempt from EC 41372 because it meets the provisions of EC 41374. (If exempt, enter 'X')			

PART III: DEFICIENCY AMOUNT

A deficiency amount (Line 5) is only applicable to districts not meeting the minimum classroom compensation percentage required under EC 41372 and not exempt under the provisions of EC 41374.

1. Minimum percentage required (60% elementary, 55% unified, 50% high)	60.00%
2. Percentage spent by this district (Part II, Line 15)	61.33%
3. Percentage below the minimum (Part III, Line 1 minus Line 2)	0.00%
4. District's Current Expense of Education after reductions in columns 4a or 4b (Part I, EDP 369).	181,404,265.68
5. Deficiency Amount (Part III, Line 3 times Line 4)	0.00

PART IV: Explanation for adjustments entered in Part I, Column 4b (required)

Adjustments entered in Column 4b are the total of extracted reductions in Column 4a, plus total expenditures in other federal aid in Resource 3220 (CRF-Coronavirus Relief Fund) and Resource 3210 (ESSER I).

	Unaudited Balance July 1	Audit Adjustments/ Restatements	Audited Balance July 1	Increases	Decreases	Ending Balance June 30	Amounts Due Within One Year
Governmental Activities:							
General Obligation Bonds Payable	280,749,420.00	(518,890.00)	280,230,530.00	103,669,477.00	86,369,218.00	297,530,789.00	8,501,102.00
State School Building Loans Payable			0.00			0.00	
Certificates of Participation Payable	7,746,869.00	184,722.00	7,931,591.00		(2,727.00)	7,934,318.00	(2,727.00)
Capital Leases Payable	3,072,458.00	0.00	3,072,458.00		317,808.00	2,754,650.00	333,284.00
Lease Revenue Bonds Payable			0.00			0.00	
Other General Long-Term Debt	2,414,436.00	6,567.00	2,421,003.00		807,001.00	1,614,002.00	807,001.00
Net Pension Liability	212,662,416.00		212,662,416.00	12,326,143.00		224,988,559.00	
Total/Net OPEB Liability	71,257,280.00	13,042,855.00	84,300,135.00	25,081,132.00		109,381,267.00	
Compensated Absences Payable	1,747,094.00	493,527.00	2,240,621.00	215,256.00		2,455,877.00	
Governmental activities long-term liabilities	579,649,973.00	13,208,781.00	592,858,754.00	141,292,008.00	87,491,300.00	646,659,462.00	9,638,660.00
Business-Type Activities:							
General Obligation Bonds Payable			0.00			0.00	
State School Building Loans Payable			0.00			0.00	
Certificates of Participation Payable			0.00			0.00	
Capital Leases Payable			0.00			0.00	
Lease Revenue Bonds Payable			0.00			0.00	
Other General Long-Term Debt			0.00			0.00	
Net Pension Liability			0.00			0.00	
Total/Net OPEB Liability			0.00			0.00	
Compensated Absences Payable			0.00			0.00	
Business-type activities long-term liabilities	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Section I - Expenditures	Funds 01, 09, and 62			2020-21 Expenditures
	Goals	Functions	Objects	
A. Total state, federal, and local expenditures (all resources)	All	All	1000-7999	214,473,581.51
B. Less all federal expenditures not allowed for MOE (Resources 3000-5999, except 3385)	All	All	1000-7999	27,700,462.60
C. Less state and local expenditures not allowed for MOE: (All resources, except federal as identified in Line B)				
1. Community Services	All	5000-5999	1000-7999	44,360.67
2. Capital Outlay	All except 7100-7199	All except 5000-5999	6000-6999	423,203.25
3. Debt Service	All	9100	5400-5450, 5800, 7430- 7439	412,104.49
4. Other Transfers Out	All	9200	7200-7299	0.00
5. Interfund Transfers Out	All	9300	7600-7629	1,000,000.00
6. All Other Financing Uses	All	9100	7699	0.00
		9200	7651	
7. Nonagency	7100-7199	All except 5000-5999, 9000-9999	1000-7999	2,216.24
8. Tuition (Revenue, in lieu of expenditures, to approximate costs of services for which tuition is received)	All	All	8710	(66,284.00)
9. Supplemental expenditures made as a result of a Presidentially declared disaster	Manually entered. Must not include expenditures in lines B, C1-C8, D1, or D2.			
10. Total state and local expenditures not allowed for MOE calculation (Sum lines C1 through C9)				1,815,600.65
D. Plus additional MOE expenditures:				
1. Expenditures to cover deficits for food services (Funds 13 and 61) (If negative, then zero)	All	All	1000-7143, 7300-7439 minus 8000-8699	0.00
2. Expenditures to cover deficits for student body activities	Manually entered. Must not include expenditures in lines A or D1.			
E. Total expenditures subject to MOE (Line A minus lines B and C10, plus lines D1 and D2)				184,957,518.26

		2020-21 Annual ADA/ Exps. Per ADA
Section II - Expenditures Per ADA		
A. Average Daily Attendance (Form A, Annual ADA column, sum of lines A6 and C9)		14,655.25
B. Expenditures per ADA (Line I.E divided by Line II.A)		12,620.56
Section III - MOE Calculation (For data collection only. Final determination will be done by CDE)		
	Total	Per ADA
A. Base expenditures (Preloaded expenditures from prior year official CDE MOE calculation). (Note: If the prior year MOE was not met, CDE has adjusted the prior year base to 90 percent of the preceding prior year amount rather than the actual prior year expenditure amount.)	202,008,321.19	13,248.28
1. Adjustment to base expenditure and expenditure per ADA amounts for LEAs failing prior year MOE calculation (From Section IV)	0.00	0.00
2. Total adjusted base expenditure amounts (Line A plus Line A.1)	202,008,321.19	13,248.28
B. Required effort (Line A.2 times 90%)	181,807,489.07	11,923.45
C. Current year expenditures (Line I.E and Line II.B)	184,957,518.26	12,620.56
D. MOE deficiency amount, if any (Line B minus Line C) (If negative, then zero)	0.00	0.00
E. MOE determination (If one or both of the amounts in line D are zero, the MOE requirement is met; if both amounts are positive, the MOE requirement is not met. If either column in Line A.2 or Line C equals zero, the MOE calculation is incomplete.)	MOE Met	
F. MOE deficiency percentage, if MOE not met; otherwise, zero (Line D divided by Line B) (Funding under ESSA covered programs in FY 2022-23 may be reduced by the lower of the two percentages)	0.00%	0.00%

SECTION IV - Detail of Adjustments to Base Expenditures (used in Section III, Line A.1)		
Description of Adjustments	Total Expenditures	Expenditures Per ADA
Total adjustments to base expenditures	0.00	0.00

	2020-21 Calculations			2021-22 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
A. PRIOR YEAR DATA (2019-20 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)	2019-20 Actual			2020-21 Actual		
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	96,553,295.39		96,553,295.39			100,154,733.31
2. PRIOR YEAR GANN ADA (Preload/Line B3, PY column)	15,247.90		15,247.90			15,247.90
ADJUSTMENTS TO PRIOR YEAR LIMIT	Adjustments to 2019-20			Adjustments to 2020-21		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)		0.00	0.00			0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
B. CURRENT YEAR GANN ADA (2020-21 data should tie to Principal Apportionment Software Attendance reports and include ADA for charter schools reporting with the district)	2020-21 P2 Report			2021-22 P2 Estimate		
1. Total K-12 ADA (Form A, Line A6)	15,247.90		15,247.90	14,408.93		14,408.93
2. Total Charter Schools ADA (Form A, Line C9)	0.00		0.00	0.00		0.00
3. TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2)			15,247.90			14,408.93
C. CURRENT YEAR LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED	2020-21 Actual			2021-22 Budget		
TAXES AND SUBVENTIONS (Funds 01, 09, and 62)						
1. Homeowners' Exemption (Object 8021)	167,294.84		167,294.84	161,196.00		161,196.00
2. Timber Yield Tax (Object 8022)	0.00		0.00	0.00		0.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	7,106.33		7,106.33	6,612.00		6,612.00
4. Secured Roll Taxes (Object 8041)	24,995,495.90		24,995,495.90	23,752,179.00		23,752,179.00
5. Unsecured Roll Taxes (Object 8042)	512,265.80		512,265.80	516,193.00		516,193.00
6. Prior Years' Taxes (Object 8043)	102,899.98		102,899.98	82,039.00		82,039.00
7. Supplemental Taxes (Object 8044)	884,444.47		884,444.47	623,263.00		623,263.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	324,953.99		324,953.99	222,758.00		222,758.00
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
11. Comm. Redevelopment Funds (objects 8047 & 8625)	1,971,689.20		1,971,689.20	0.00		0.00
12. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-LCFF Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)						
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	28,966,150.51	0.00	28,966,150.51	25,364,240.00	0.00	25,364,240.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	28,966,150.51	0.00	28,966,150.51	25,364,240.00	0.00	25,364,240.00

Part I - General Administrative Share of Plant Services Costs

California's indirect cost plan allows that the general administrative costs in the indirect cost pool may include that portion of plant services costs (maintenance and operations costs and facilities rents and leases costs) attributable to the general administrative offices. The calculation of the plant services costs attributed to general administration and included in the pool is standardized and automated using the percentage of salaries and benefits relating to general administration as proxy for the percentage of square footage occupied by general administration.

A. Salaries and Benefits - Other General Administration and Centralized Data Processing

- 1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702)
(Functions 7200-7700, goals 0000 and 9000) 6,804,561.73
- 2. Contracted general administrative positions not paid through payroll
 - a. Enter the costs, if any, of general administrative positions performing services ON SITE but paid through a contract, rather than through payroll, in functions 7200-7700, goals 0000 and 9000, Object 5800. 17,182.72
 - b. If an amount is entered on Line A2a, provide the title, duties, and approximate FTE of each general administrative position paid through a contract. Retain supporting documentation in case of audit.

Contract for consultant/interim Director of Classified Human Resources for the period February and March 2021, approximately 1.0 FTE.

B. Salaries and Benefits - All Other Activities

- 1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702)
(Functions 1000-6999, 7100-7180, & 8100-8400; Functions 7200-7700, all goals except 0000 & 9000) 159,061,392.91

C. Percentage of Plant Services Costs Attributable to General Administration

- (Line A1 plus Line A2a, divided by Line B1; zero if negative) (See Part III, Lines A5 and A6) 4.29%

Part II - Adjustments for Employment Separation Costs

When an employee separates from service, the local educational agency (LEA) may incur costs associated with the separation in addition to the employee's regular salary and benefits for the final pay period. These additional costs can be categorized as "normal" or "abnormal or mass" separation costs.

Normal separation costs include items such as pay for accumulated unused leave or routine severance pay authorized by governing board policy. Normal separation costs are not allowable as direct costs to federal programs, but are allowable as indirect costs. State programs may have similar restrictions. Where federal or state program guidelines required that the LEA charge an employee's normal separation costs to an unrestricted resource rather than to the restricted program in which the employee worked, the LEA may identify and enter these costs on Line A for inclusion in the indirect cost pool.

Abnormal or mass separation costs are those costs resulting from actions taken by an LEA to influence employees to terminate their employment earlier than they normally would have. Abnormal or mass separation costs include retirement incentives such as a Golden Handshake or severance packages negotiated to effect termination. Abnormal or mass separation costs may not be charged to federal programs as either direct costs or indirect costs. Where an LEA paid abnormal or mass separation costs on behalf of positions in general administrative functions included in the indirect cost pool, the LEA must identify and enter these costs on Line B for exclusion from the pool.

A. Normal Separation Costs (optional)

- Enter any normal separation costs paid on behalf of employees of restricted state or federal programs that were charged to an unrestricted resource (0000-1999) in funds 01, 09, and 62 with functions 1000-6999 or 8100-8400 rather than to the restricted program. These costs will be moved in Part III from base costs to the indirect cost pool. 0.00
Retain supporting documentation.

B. Abnormal or Mass Separation Costs (required)

- Enter any abnormal or mass separation costs paid on behalf of general administrative positions charged to unrestricted resources (0000-1999) in funds 01, 09, and 62 with functions 7200-7700. These costs will be moved in Part III from the indirect cost pool to base costs. If none, enter zero. 0.00

Part III - Indirect Cost Rate Calculation (Funds 01, 09, and 62, unless indicated otherwise)

A. Indirect Costs

1. Other General Administration, less portion charged to restricted resources or specific goals (Functions 7200-7600, objects 1000-5999, minus Line B9)	7,552,191.64
2. Centralized Data Processing, less portion charged to restricted resources or specific goals (Function 7700, objects 1000-5999, minus Line B10)	2,559,596.98
3. External Financial Audit - Single Audit (Function 7190, resources 0000-1999, goals 0000 and 9000, objects 5000-5999)	0.00
4. Staff Relations and Negotiations (Function 7120, resources 0000-1999, goals 0000 and 9000, objects 1000-5999)	0.00
5. Plant Maintenance and Operations (portion relating to general administrative offices only) (Functions 8100-8400, objects 1000-5999 except 5100, times Part I, Line C)	674,712.75
6. Facilities Rents and Leases (portion relating to general administrative offices only) (Function 8700, resources 0000-1999, objects 1000-5999 except 5100, times Part I, Line C)	0.00
7. Adjustment for Employment Separation Costs	
a. Plus: Normal Separation Costs (Part II, Line A)	0.00
b. Less: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
8. Total Indirect Costs (Lines A1 through A7a, minus Line A7b)	10,786,501.37
9. Carry-Forward Adjustment (Part IV, Line F)	430,902.18
10. Total Adjusted Indirect Costs (Line A8 plus Line A9)	11,217,403.55

B. Base Costs

1. Instruction (Functions 1000-1999, objects 1000-5999 except 5100)	130,268,048.88
2. Instruction-Related Services (Functions 2000-2999, objects 1000-5999 except 5100)	17,419,669.77
3. Pupil Services (Functions 3000-3999, objects 1000-5999 except 4700 and 5100)	21,446,364.16
4. Ancillary Services (Functions 4000-4999, objects 1000-5999 except 5100)	0.00
5. Community Services (Functions 5000-5999, objects 1000-5999 except 5100)	44,360.67
6. Enterprise (Function 6000, objects 1000-5999 except 4700 and 5100)	0.00
7. Board and Superintendent (Functions 7100-7180, objects 1000-5999, minus Part III, Line A4)	1,783,516.73
8. External Financial Audit - Single Audit and Other (Functions 7190-7191, objects 5000-5999, minus Part III, Line A3)	0.00
9. Other General Administration (portion charged to restricted resources or specific goals only) (Functions 7200-7600, resources 2000-9999, objects 1000-5999; Functions 7200-7600, resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	970,323.61
10. Centralized Data Processing (portion charged to restricted resources or specific goals only) (Function 7700, resources 2000-9999, objects 1000-5999; Function 7700, resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	3,565,094.41
11. Plant Maintenance and Operations (all except portion relating to general administrative offices) (Functions 8100-8400, objects 1000-5999 except 5100, minus Part III, Line A5)	15,052,857.12
12. Facilities Rents and Leases (all except portion relating to general administrative offices) (Function 8700, objects 1000-5999 except 5100, minus Part III, Line A6)	0.00
13. Adjustment for Employment Separation Costs	
a. Less: Normal Separation Costs (Part II, Line A)	0.00
b. Plus: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
14. Student Activity (Fund 08, functions 4000-5999, objects 1000-5999 except 5100)	32,096.11
15. Adult Education (Fund 11, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	0.00
16. Child Development (Fund 12, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	1,542,551.80
17. Cafeteria (Funds 13 & 61, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	5,388,325.09
18. Foundation (Funds 19 & 57, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	0.00
19. Total Base Costs (Lines B1 through B12 and Lines B13b through B18, minus Line B13a)	197,513,208.35

**C. Straight Indirect Cost Percentage Before Carry-Forward Adjustment
(For information only - not for use when claiming/recovering indirect costs)**

(Line A8 divided by Line B19) 5.46%

D. Preliminary Proposed Indirect Cost Rate

(For final approved fixed-with-carry-forward rate for use in 2022-23 see www.cde.ca.gov/fg/ac/ic)
(Line A10 divided by Line B19) 5.68%

Part IV - Carry-forward Adjustment

The carry-forward adjustment is an after-the-fact adjustment for the difference between indirect costs recoverable using the indirect cost rate approved for use in a given year, and the actual indirect costs incurred in that year. The carry-forward adjustment eliminates the need for LEAs to file amended federal reports when their actual indirect costs vary from the estimated indirect costs on which the approved rate was based.

Where the ratio of indirect costs incurred in the current year is less than the estimated ratio of indirect costs on which the approved rate for use in the current year was based, the carry-forward adjustment is limited by using either the approved rate times current year base costs, or the highest rate actually used to recover costs from any program times current year base costs, if the highest rate used was less than the approved rate. Rates used to recover costs from programs are displayed in Exhibit A.

A. Indirect costs incurred in the current year (Part III, Line A8)	<u>10,786,501.37</u>
B. Carry-forward adjustment from prior year(s)	
1. Carry-forward adjustment from the second prior year	<u>132,352.17</u>
2. Carry-forward adjustment amount deferred from prior year(s), if any	<u>0.00</u>
C. Carry-forward adjustment for under- or over-recovery in the current year	
1. Under-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus (approved indirect cost rate (5.31%) times Part III, Line B19); zero if negative	<u>430,902.18</u>
2. Over-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus the lesser of (approved indirect cost rate (5.31%) times Part III, Line B19) or (the highest rate used to recover costs from any program (5.31%) times Part III, Line B19); zero if positive	<u>0.00</u>
D. Preliminary carry-forward adjustment (Line C1 or C2)	<u>430,902.18</u>
E. Optional allocation of negative carry-forward adjustment over more than one year	
<p>Where a negative carry-forward adjustment causes the proposed approved rate to fall below zero or would reduce the rate at which the LEA could recover indirect costs to such an extent that it would cause the LEA significant fiscal harm, the LEA may request that the carry-forward adjustment be allocated over more than one year. Where allocation of a negative carry-forward adjustment over more than one year does not resolve a negative rate, the CDE will work with the LEA on a case-by-case basis to establish an approved rate.</p>	
Option 1. Preliminary proposed approved rate (Part III, Line D) if entire negative carry-forward adjustment is applied to the current year calculation:	<u>not applicable</u>
Option 2. Preliminary proposed approved rate (Part III, Line D) if one-half of negative carry-forward adjustment is applied to the current year calculation and the remainder is deferred to one or more future years:	<u>not applicable</u>
Option 3. Preliminary proposed approved rate (Part III, Line D) if one-third of negative carry-forward adjustment is applied to the current year calculation and the remainder is deferred to one or more future years:	<u>not applicable</u>
LEA request for Option 1, Option 2, or Option 3	<u>1</u>
F. Carry-forward adjustment used in Part III, Line A9 (Line D minus amount deferred if Option 2 or Option 3 is selected)	<u>430,902.18</u>

Approved indirect cost rate: 5.31%
Highest rate used in any program: 5.31%

Fund	Resource	Eligible Expenditures (Objects 1000-5999 except Object 5100)	Indirect Costs Charged (Objects 7310 and 7350)	Rate Used
01	3010	5,290,995.76	280,951.87	5.31%
01	3182	83,714.40	4,445.23	5.31%
01	3210	142,433.34	7,563.21	5.31%
01	3212	880,028.55	46,729.52	5.31%
01	3215	241,981.58	12,842.81	5.31%
01	3310	2,594,330.26	137,758.94	5.31%
01	3311	14,906.25	791.52	5.31%
01	3315	132,417.42	7,031.36	5.31%
01	4035	210,775.48	11,192.18	5.31%
01	4127	233,221.07	12,384.04	5.31%
01	4201	29,682.46	1,576.14	5.31%
01	4203	643,592.43	12,871.85	2.00%
01	5640	42,610.64	2,262.62	5.31%
01	6010	736,638.48	24,612.15	3.34%
01	6510	391,162.08	20,770.71	5.31%
01	7311	183.48	9.73	5.30%
01	7388	9,175.07	487.21	5.31%
01	7420	1,378,001.27	72,665.85	5.27%
01	7422	4,859,560.96	258,042.69	5.31%
01	7510	841,291.92	44,672.00	5.31%
12	5058	81,389.82	4,069.49	5.00%
12	6105	1,398,510.74	74,261.00	5.31%
13	5320	2,973,869.02	148,693.45	5.00%
13	5330	6,513,102.70	325,655.14	5.00%
13	7027	401,951.10	20,097.06	5.00%

Unaudited Actuals
2020-21 Unaudited Actuals
LOTTERY REPORT
Revenues, Expenditures and
Ending Balances - All Funds

Description	Object Codes	Lottery: Unrestricted (Resource 1100)	Transferred to Other Resources for Expenditure	Lottery: Instructional Materials (Resource 6300)*	Totals
A. AMOUNT AVAILABLE FOR THIS FISCAL YEAR					
1. Adjusted Beginning Fund Balance	9791-9795	0.00		0.00	0.00
2. State Lottery Revenue	8560	2,586,333.23		1,089,039.25	3,675,372.48
3. Other Local Revenue	8600-8799	0.00		0.00	0.00
4. Transfers from Funds of Lapsed/Reorganized Districts	8965	0.00		0.00	0.00
5. Contributions from Unrestricted Resources (Total must be zero)	8980	0.00			0.00
6. Total Available (Sum Lines A1 through A5)		2,586,333.23	0.00	1,089,039.25	3,675,372.48
B. EXPENDITURES AND OTHER FINANCING USES					
1. Certificated Salaries	1000-1999	0.00			0.00
2. Classified Salaries	2000-2999	130,152.06			130,152.06
3. Employee Benefits	3000-3999	87,308.02			87,308.02
4. Books and Supplies	4000-4999	557,762.73		670,480.23	1,228,242.96
5. a. Services and Other Operating Expenditures (Resource 1100)	5000-5999	1,715,615.05			1,715,615.05
b. Services and Other Operating Expenditures (Resource 6300)	5000-5999, except 5100, 5710, 5800				
c. Duplicating Costs for Instructional Materials (Resource 6300)	5100, 5710, 5800			50,681.69	50,681.69
6. Capital Outlay	6000-6999	23,838.61			23,838.61
7. Tuition	7100-7199	0.00			0.00
8. Interagency Transfers Out					
a. To Other Districts, County Offices, and Charter Schools	7211,7212,7221, 7222,7281,7282	0.00			0.00
b. To JPAs and All Others	7213,7223, 7283,7299	0.00			0.00
9. Transfers of Indirect Costs	7300-7399				
10. Debt Service	7400-7499	0.00			0.00
11. All Other Financing Uses	7630-7699	0.00			0.00
12. Total Expenditures and Other Financing Uses (Sum Lines B1 through B11)		2,514,676.47	0.00	721,161.92	3,235,838.39
C. ENDING BALANCE (Must equal Line A6 minus Line B12)					
	979Z	71,656.76	0.00	367,877.33	439,534.09
D. COMMENTS:					
Expenditures in Object 5800 are digital subscriptions for adopted curriculum/instructional materials used for distance learning in school year 2020-21.					

Data from this report will be used to prepare a report to the Legislature as required by Control Section 24.60 of the Budget Act.

*Pursuant to Government Code Section 8880.4(a)(2)(B) and the definition in Education Code Section 60010(h), Resource 6300 funds are to be used for the purchase of instructional materials only. Any amounts in the shaded cells of this column should be reviewed for appropriateness.

	Teacher Full-Time Equivalents			Classroom Units			Pupils Transported
	Instructional Supervision and Administration (Functions 2100-2200)	Library, Media, Technology and Other Instructional Resources (Functions 2420-2495)	School Administration (Function 2700)	Pupil Support Services (Functions 3100-3199 & 3900)	Plant Maintenance and Operations (Functions 8100-8400)	Facilities Rents and Leases (Function 8700)	
	FTE Factor(s)	FTE Factor(s)	FTE Factor(s)	FTE Factor(s)	CU Factor(s)	CU Factor(s)	PT Factor(s)
A. Amount of Undistributed Expenditures, Funds 01, 09, and 62, Goals 0000 and 9000 (will be allocated based on factors input)	1,456,306.18	211,150.56	10,775,989.24	9,177,996.93	15,867,256.68	0.00	2,622,818.00
B. Enter Allocation Factor(s) by Goal: (Note: Allocation factors are only needed for a column if there are undistributed expenditures in line A.)							
Instructional Goals Description							
0001 Pre-Kindergarten							
1110 Regular Education, K-12	658.00	658.00	658.00	658.00	661.00		120.00
3100 Alternative Schools							
3200 Continuation Schools							
3300 Independent Study Centers							
3400 Opportunity Schools	3.00	3.00	3.00	3.00	3.00		6.00
3550 Community Day Schools							
3700 Specialized Secondary Programs							
3800 Career Technical Education							
4110 Regular Education, Adult							
4610 Adult Independent Study Centers							
4620 Adult Correctional Education							
4630 Adult Career Technical Education							
4760 Bilingual	12.00	12.00	12.00	12.00	12.00		
4850 Migrant Education							
5000-5999 Special Education (allocated to 5001)	56.00	56.00	56.00	56.00	56.00		258.00
6000 ROC/P							
Other Goals Description							
7110 Nonagency - Educational							
7150 Nonagency - Other							
8100 Community Services							
8500 Child Care and Development Services							
Other Funds Description							
-- Adult Education (Fund 11)							
-- Child Development (Fund 12)	8.00	8.00	8.00	8.00	8.00		
-- Cafeteria (Funds 13 & 61)							
C. Total Allocation Factors	757.00	737.00	737.00	737.00	740.00	0.00	384.00

Unaudited Actuals
2020-21
General Fund and Charter Schools Funds
Program Cost Report

Goal	Program/Activity	Direct Costs			Central Admin Costs (col. 3 x Sch. CAC line E) Column 4	Other Costs (Schedule OC) Column 5	Total Costs by Program (col. 3 + 4 + 5) Column 6
		Direct Charged (Schedule DCC) Column 1	Allocated (Schedule AC) Column 2	Subtotal (col. 1 + 2) Column 3			
Instructional Goals							
0001	Pre-Kindergarten	27,005.19	0.00	27,005.19	2,199.46	29,204.65	
1110	Regular Education, K-12	122,936,650.93	34,296,762.43	157,233,413.36	12,806,024.83	170,039,438.19	
3100	Alternative Schools	0.00	0.00	0.00	0.00	0.00	
3200	Continuation Schools	0.00	0.00	0.00	0.00	0.00	
3300	Independent Study Centers	0.00	0.00	0.00	0.00	0.00	
3400	Opportunity Schools	503,699.65	193,319.55	697,019.20	56,769.39	753,788.59	
3550	Community Day Schools	0.00	0.00	0.00	0.00	0.00	
3700	Specialized Secondary Programs	0.00	0.00	0.00	0.00	0.00	
3800	Career Technical Education	0.00	0.00	0.00	0.00	0.00	
4110	Regular Education, Adult	0.00	0.00	0.00	0.00	0.00	
4610	Adult Independent Study Centers	0.00	0.00	0.00	0.00	0.00	
4620	Adult Correctional Education	0.00	0.00	0.00	0.00	0.00	
4630	Adult Career Technical Education	0.00	0.00	0.00	0.00	0.00	
4760	Bilingual	3,086,608.27	609,352.07	3,695,960.34	301,021.00	3,996,981.34	
4850	Migrant Education	0.00	0.00	0.00	0.00	0.00	
5000-5999	Special Education	26,831,203.35	4,605,848.83	31,437,052.18	2,560,420.60	33,997,472.78	
6000	Regional Occupational Ctr/Prg (ROC/P)	0.00	0.00	0.00	0.00	0.00	
Other Goals							
7110	Nonagency - Educational	2,216.24	0.00	2,216.24	180.50	2,396.74	
7150	Nonagency - Other	0.00	0.00	0.00	0.00	0.00	
8100	Community Services	113,940.67	0.00	113,940.67	9,280.01	123,220.68	
8500	Child Care and Development Services	0.00	0.00	0.00	0.00	0.00	
Other Costs							
----	Food Services					449,644.28	
----	Enterprise					0.00	
----	Facilities Acquisition & Construction					549,241.70	
----	Other Outgo					3,734,600.49	
Other Funds							
----	Adult Education, Child Development, Cafeteria, Foundation ([Column 3 + CAC, line C5] times CAC, line E)		406,234.72	406,234.72	964,133.49	1,370,368.21	
----	Indirect Cost Transfers to Other Funds (Net of Funds 01, 09, 62, Function 7210, Object 7350)				(572,776.14)	(572,776.14)	
----	Total General Fund and Charter Schools Funds Expenditures	153,501,324.30	40,111,517.60	193,612,841.90	16,127,253.14	214,473,581.51	

Goal	Type of Program	Instruction (Functions 1000-1999)	Instructional Supervision and Administration (Functions 2100-2200)	Library, Media, Technology and Other Instructional Resources (Functions 2420-2495)	School Administration (Function 2700)	Pupil Support Services (Functions 3110-3160 and 3900)	Pupil Transportation (Function 3600)	Ancillary Services (Functions 4000-4999)	Community Services (Functions 5000-5999)	General Administration (Functions 7000-7999, except 7210)*	Plant Maintenance and Operations (Functions 8100-8400)	Facilities Rents and Leases (Function 8700)	Total
0001	Pre-Kindergarten	23,393.34	2,193.91	0.00	1,417.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	27,005.19
1110	Regular Education, K-12	107,655,918.88	3,208,378.00	1,028,950.53	84,575.26	10,958,828.26	0.00	0.00	0.00	0.00	0.00	0.00	122,956,650.93
3100	Alternative Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3200	Continuation Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3300	Independent Study Centers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3400	Opportunity Schools	503,699.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	503,699.65
3550	Community Day Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3700	Specialized Secondary Programs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3800	Career Technical Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4110	Regular Education, Adult	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4610	Adult Independent Study Centers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4620	Adult Correctional Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4630	Adult Career Technical Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4760	Bilingual	2,741,543.89	237,073.70	102,060.40	3,789.61	2,140.67	0.00	0.00	0.00	0.00	0.00	0.00	3,086,608.27
4850	Migrant Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5000-5999	Special Education	22,431,417.88	132,401.46	756.70	185,468.96	2,610,013.93	1,469,252.02	0.00	0.00	0.00	1,892.40	0.00	26,831,203.35
6000	ROC/P	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Goals													
7110	Nonagency - Educational	2,216.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,216.24
7150	Nonagency - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8100	Community Services	0.00	0.00	0.00	0.00	61.05	0.00	0.00	44,360.67	0.00	69,518.95	0.00	113,940.67
8500	Child Care and Development Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Direct Charged Costs		133,358,189.88	3,580,047.07	1,131,767.63	275,251.77	13,571,043.91	1,469,252.02	0.00	44,360.67	0.00	71,411.35	0.00	153,501,324.30

* Functions 7100-7199 for goals 8100 and 8500

Goal	Type of Program	Allocated Support Costs (Based on factors input on Form PCRAF)				Total
		Full-Time Equivalents	Classroom Units	Pupils Transported		
Instructional Goals						
0001	Pre-Kindergarten	0.00	0.00	0.00	0.00	0.00
1110	Regular Education, K-12	19,303,811.98	14,173,319.82	819,630.63	34,296,762.43	
3100	Alternative Schools	0.00	0.00	0.00	0.00	0.00
3200	Continuation Schools	0.00	0.00	0.00	0.00	0.00
3300	Independent Study Centers	0.00	0.00	0.00	0.00	0.00
3400	Opportunity Schools	88,011.30	64,326.72	40,981.53	193,319.55	
3550	Community Day Schools	0.00	0.00	0.00	0.00	0.00
3700	Specialized Secondary Programs	0.00	0.00	0.00	0.00	0.00
3800	Career Technical Education	0.00	0.00	0.00	0.00	0.00
4110	Regular Education, Adult	0.00	0.00	0.00	0.00	0.00
4610	Adult Independent Study Centers	0.00	0.00	0.00	0.00	0.00
4620	Adult Correctional Education	0.00	0.00	0.00	0.00	0.00
4630	Adult Career Technical Education	0.00	0.00	0.00	0.00	0.00
4760	Bilingual	352,045.20	257,306.87	0.00	609,352.07	
4850	Migrant Education	0.00	0.00	0.00	0.00	0.00
5000-5999	Special Education (allocated to 5001)	1,642,877.62	1,200,765.37	1,762,205.84	4,605,848.83	
6000	ROC/P	0.00	0.00	0.00	0.00	0.00
Other Goals						
7110	Nonagency - Educational	0.00	0.00	0.00	0.00	0.00
7150	Nonagency - Other	0.00	0.00	0.00	0.00	0.00
8100	Community Services	0.00	0.00	0.00	0.00	0.00
8500	Child Care and Development Svcs.	0.00	0.00	0.00	0.00	0.00
Other Funds						
--	Adult Education (Fund 11)		0.00			0.00
--	Child Development (Fund 12)	234,696.81	171,537.91	0.00	406,234.72	
--	Cafeteria (Funds 13 and 61)		0.00			0.00
Total Allocated Support Costs		21,621,442.91	15,867,256.69	2,622,818.00	40,111,517.60	

A. Central Administration Costs in General Fund and Charter Schools Funds		
1	Board and Superintendent (Funds 01, 09, and 62, Functions 7100-7180, Goals 0000-6999 and 9000, Objects 1000-7999)	1,783,516.73
2	External Financial Audits (Funds 01, 09, and 62, Functions 7190-7191, Goals 0000-6999 and 9000, Objects 1000-7999)	0.00
3	Other General Administration (Funds 01, 09, and 62, Functions 7200-7600 except 7210, Goal 0000, Objects 1000-7999)	8,537,092.75
4	Centralized Data Processing (Funds 01, 09, and 62, Function 7700, Goal 0000, Objects 1000-7999)	6,379,419.81
5	Total Central Administration Costs in General Fund and Charter Schools Funds	16,700,029.29
B. Direct Charged and Allocated Costs in General Fund and Charter Schools Funds		
1	Total Direct Charged Costs (from Form PCR, Column 1, Total)	153,501,324.30
2	Total Allocated Costs (from Form PCR, Column 2, Total)	40,111,517.60
3	Total Direct Charged and Allocated Costs in General Fund and Charter Schools Funds	193,612,841.90
C. Direct Charged Costs in Other Funds		
1	Adult Education (Fund 11, Objects 1000-5999, except 5100)	0.00
2	Child Development (Fund 12, Objects 1000-5999, except 5100)	1,542,551.80
3	Cafeteria (Funds 13 & 61, Objects 1000-5999, except 5100)	9,888,922.82
4	Foundation (Funds 19 & 57, Objects 1000-5999, except 5100)	0.00
5	Total Direct Charged Costs in Other Funds	11,431,474.62
D. Total Direct Charged and Allocated Costs (B3 + C5)		205,044,316.52
E. Ratio of Central Administration Costs to Direct Charged and Allocated Costs (A5/D)		8.14%

Unaudited Actuals
2020-21
General Fund and Charter Schools Funds
Program Cost Report
Schedule of Other Costs (OC)

Type of Activity	Food Services (Function 3700)	Enterprise (Function 6000)	Facilities Acquisition & Construction (Function 8500)	Other Outgo (Functions 9000-9999)	Total
Food Services (Objects 1000-5999, 6400, and 6500)	449,644.28				449,644.28
Enterprise (Objects 1000-5999, 6400, and 6500)		0.00			0.00
Facilities Acquisition & Construction (Objects 1000-6500)			549,241.70		549,241.70
Other Outgo (Objects 1000-7999)				3,734,600.49	3,734,600.49
Total Other Costs	449,644.28	0.00	549,241.70	3,734,600.49	4,733,486.47

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Unaudited Actuals
 2020-21 Unaudited Actuals
 Technical Review Checks

Oxnard Elementary

Ventura County

Following is a chart of the various types of technical review checks and related requirements:

- F - Fatal (Data must be corrected; an explanation is not allowed)
- W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
- O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

IMPORT CHECKS

CHK-RESOURCExOBJECTB - (O) - The following combinations for RESOURCE and OBJECT (objects 9791, 9793, and 9795) are invalid: EXCEPTION

ACCOUNT					RESOURCE	OBJECT	VALUE
FD	RS	PY	GO	FN	OB		
01	3210	0	0000	0000	9791	3210	-121,681.45
01	3220	0	0000	0000	9791	3220	-2,897,506.04

GENERAL LEDGER CHECKS

OBJ-POSITIVE - (W) - The following objects have a negative balance by resource, by fund: EXCEPTION

FUND	RESOURCE	OBJECT	VALUE
01	4035	4300	-213.30
Explanation: The expenditure objects in Resource 4035 have a negative balance, due to a credit back to Title II for prior year expenses that were disallowed in our Federal Program Monitoring audit.			
01	4035	5200	-4,715.44
Explanation: The expenditure objects in Resource 4035 have a negative balance, due to a credit back to Title II for prior year expenditures that were disallowed in our Federal Program Monitoring audit.			
01	4035	5300	-250.00
Explanation: The expenditure objects in Resource 4035 have a negative balance, due to a credit back to Title II for prior year expenses that were disallowed in our Federal Program Monitoring audit.			
01	6500	8710	-81,540.00
Explanation: The negative balance in Resource 6500, object 8710, is due to refunds of tuition payments made by other districts, necessitated by a correction in our Special Education excess costs for consumer districts.			

EXP-POSITIVE - (W) - The following expenditure functions have a negative balance by resource, by fund. (NOTE: Functions, including CDE-defined optional

functions, are checked individually, except functions 7200-7600 are combined.)
EXCEPTION

<u>FUND</u>	<u>RESOURCE</u>	<u>FUNCTION</u>	<u>VALUE</u>
01	4035	2100	-27,882.87
Explanation: The expenditure functions in Resource 4035 have a negative balance, due to credits back to Title II for prior year expenditures that were disallowed in our Federal Program Monitoring audit.			
01	4035	2700	-1,561.21
Explanation: The expenditure functions in Resource 4035 have a negative balance, due to credits back to Title II for prior year expenses that were disallowed in our Federal Program Monitoring audit.			
01	4201	2490	-533.60
Explanation: The expenditure function in Resource 4201 has a negative balance, due to credits back to Title III for prior year expenses that were disallowed in our Federal Program Monitoring audit.			

SUPPLEMENTAL CHECKS

EXPORT CHECKS

Checks Completed.

SACS2021ALL Financial Reporting Software - 2021.2.0
 9/13/2021 3:37:24 PM

56-72538-0000000

Unaudited Actuals
 2021-22 Budget
 Technical Review Checks

Oxnard Elementary

Ventura County

Following is a chart of the various types of technical review checks and related requirements:

- F - Fatal (Data must be corrected; an explanation is not allowed)
- W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
- O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

IMPORT CHECKS

CHK-RESOURCExOBJECTA - (W) - 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	RESOURCE	OBJECT	VALUE
FD - RS - PY - GO - FN - OB			
01-3210-0-0000-0000-9790	3210	9790	-1,500.00
Explanation: The listed resources are new resources for Federal ESSER and GEER funds, as well as California In-Person Instruction grant funds; and the SACS software appears to be missing the validation entries for these ResourceXObject combinations.			
01-3212-0-0000-0000-9740	3212	9740	2,750,100.00
Explanation: The listed resources are new resources for Federal ESSER and GEER funds, as well as California In-Person Instruction grant funds; and the SACS software appears to be missing the validation entries for these ResourceXObject combinations.			
01-3213-0-0000-0000-8980	3213	8980	-4,740,319.00
Explanation: The listed resources are new resources for Federal ESSER and GEER funds, as well as California In-Person Instruction grant funds; and the SACS software appears to be missing the validation entries for these ResourceXObject combinations.			
01-3213-0-0000-0000-9740	3213	9740	18,961,274.00
Explanation: The listed resources are new resources for Federal ESSER and GEER funds, as well as California In-Person Instruction grant funds; and the SACS software appears to be missing the validation entries for these ResourceXObject combinations.			
01-3214-0-0000-0000-8980	3214	8980	4,740,319.00
Explanation: The listed resources are new resources for Federal ESSER and GEER funds, as well as California In-Person Instruction grant funds; and the SACS software appears to be missing the validation entries for these ResourceXObject combinations.			
01-3214-0-0000-0000-9740	3214	9740	4,740,319.00

Explanation: The listed resources are new resources for Federal ESSER and GEER funds, as well as California In-Person Instruction grant funds; and the SACS software appears to be missing the validation entries for these ResourceXObject combinations.

01-3215-0-0000-0000-9790 3215 9790 -61,430.00
 Explanation: The listed resources are new resources for Federal ESSER and GEER funds, as well as California In-Person Instruction grant funds; and the SACS software appears to be missing the validation entries for these ResourceXObject combinations.

01-7422-0-0000-0000-9790 7422 9790 -1,870,343.00
 Explanation: The listed resources are new resources for Federal ESSER and GEER funds, as well as California In-Person Instruction grant funds; and the SACS software appears to be missing the validation entries for these ResourceXObject combinations.

GENERAL LEDGER CHECKS

EFB-POSITIVE - (W) - Ending balance (Object 979Z) is negative for the following resources. Please explain the cause of the negative balances and your plan to resolve them. EXCEPTION

FUND	RESOURCE	NEG. EFB
01	3210	-1,500.00

Explanation: The negative EFB in the listed resources is due to the difference in BFB from Estimated Actuals, to Unaudited Actuals; as well as the change in treatment of these resources from Fund Balance resources, to Unearned Revenue resources.

01	3215	-61,430.00
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Explanation: The negative EFB in the listed resources is due to the difference in BFB from Estimated Actuals, to Unaudited Actuals; as well as the change in treatment of these resources from Fund Balance resources to Unearned Revenue resources.

01	7422	-1,870,343.00
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Explanation: The negative EFB in the listed resources is due to the difference in BFB from Estimated Actuals, to Unaudited Actuals; as well as the change in treatment of these resources from Fund Balance resources to Unearned Revenue resources.

01	7425	-7,695,317.27
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Explanation: The negative EFB in the listed resources is due to the difference in BFB from Estimated Actuals, to Unaudited Actuals; as well as the change in treatment of these resources from Fund Balance resources to Unearned Revenue resources.

01	7426	-524,073.37
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Explanation: The negative EFB in the listed resources is due to the difference in BFB from Estimated Actuals, to Unaudited Actuals; as well as the change in treat of these resources from Fund Balance resources, to Unearned Revenue resources.

Total of negative resource balances for Fund 01		-10,152,663.64
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OBJ-POSITIVE - (W) - The following objects have a negative balance by

resource, by fund:

EXCEPTION

<u>FUND</u>	<u>RESOURCE</u>	<u>OBJECT</u>	<u>VALUE</u>
01	3210	9790	-1,500.00
Explanation: The negative balance in Object 9790 in the listed resources is due to the difference in BFB from Estimated Actuals, to Unaudited Actuals; as well as the change in treatment of these resources from Fund Balance resources, to Unearned Revenue resources.			
01	3215	9790	-61,430.00
Explanation: The negative balance in Object 9790 in the listed resources is due to the difference in BFB from Estimated Actuals, to Unaudited Actuals; as well as the change in treatment of these resources from Fund Balance resources, to Unearned Revenue resources.			
01	7422	9790	-1,870,343.00
Explanation: The negative balance in Object 9790 in the listed resources is due to the difference in BFB from Estimated Actuals, to Unaudited Actuals; as well as the change in treatment of these resources from Fund Balance resources, to Unearned Revenue resources.			
01	7425	9790	-7,695,317.27
Explanation: The negative balance in Object 9790 in the listed resources is due to the difference in BFB from Estimated Actuals, to Unaudited Actuals; as well as the change in treatment of these resources from Fund Balance resources, to Unearned Revenue resources.			
01	7426	9790	-524,073.37
Explanation: The negative balance in Object 9790 in the listed resources is due to the difference in BFB from Estimated Actuals, to Unaudited Actuals; as well as the change in treatment of these resources from Fund Balance resources, to Unearned Revenue resources.			

SUPPLEMENTAL CHECKS

EXPORT CHECKS

Checks Completed.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: September 22, 2021

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #21-110 – Latino Film Institute Youth Cinema Project (Aguilera-Fort/DeGenna/Shea)

The Latino Film Institute Youth Cinema Project will work with a class of students at Chavez and Lopez Schools during the 2021-2022 and 2022-2023 fiscal years to teach students the process of making movies and support the students in creating their own movie projects. The agreement also includes services for students enrolled in the summer program for both fiscal years.

Term of Agreement: September 23, 2021 through August 15, 2023

FISCAL IMPACT:

Not to exceed \$254,759.25 – Title 1 (Year 1 - \$101,903.70 and Year 2 - \$152,855.55)

RECOMMENDATION:

It is the recommendation of the Superintendent, the Assistant Superintendent, Educational Services, and the Director, Enrichment & Special Programs, that the Board of Trustees approve Agreement #21-110 with the Latino Film Institute Youth Cinema Project.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-110, Latino Youth Film Institute Youth Cinema Project \(4 Pages\)](#)

OSD AGREEMENT #21-110



September 7, 2021

Dr. Karling Aguilera-Fort
Superintendent
Oxnard School District
10912 Oxnard St.
North Hollywood, CA 91606

Re: Agreement Between Oxnard School District and the Youth Cinema Project

Dear Dr. Aguilera-Fort:

Please allow me to express our appreciation to the Board of Directors and the Oxnard School District (the “District”) for the opportunity for the Youth Cinema Project (“Youth Cinema Project”) to partner with the District. We look forward to working with you and your team. This letter sets forth the terms and conditions of the agreement between the Youth Cinema Project and the School.

The Youth Cinema Project is project-based learning that produces competent, resilient, and real world problem-solvers and bridges the achievement and opportunity gaps by creating lifelong learners and the entertainment industry’s multicultural future.

To that end, California Government Code Section 53060 authorizes the School to contract with and employ any persons for the furnishing of special services if such persons are specially trained and experienced and competent to perform the special services required.

Scope of Services

In accordance with the contents of this Agreement, the District is hiring the Youth Cinema Project as an Independent Contractor to provide instructional services in cinematic film making including: screenwriting, storyboarding, casting, directing, production, editing, sound recording/engineering, and other postproduction skills. The services will be offered at two (2) classes each year for two (2) consecutive years. Furthermore, the services will be offered at one (1) summer class each year for two (2) consecutive years. The Youth Cinema Project will provide the curriculum and lessons plans for each class and course.

Prior to the start of the program, School teachers and administrators assigned to the program will receive an orientation and training during the summer to prepare them for the first semester of the program. Similarly, they will receive an additional training during the winter to prepare them for the second and final semester of the program. The Youth Cinema Project's teacher orientation and training program is conducted by our Program Manager and Director of Operations. These same officers will also conduct year-round staff development for each class with the Schools teachers and administrators. Total annual number of hours for orientation, training, and staff development for two (2) classes is fifty-four (54) hours.

The Youth Cinema Project will supply filmmaking instructors to supplement and assist in instruction and provide training to each classroom teacher. From time to time, the Youth Cinema Project will also supply expert speakers on particular topics to supplement instruction. The Youth Cinema Project will also support the School's efforts to market the program to parents, the community, and others. For its part the School shall be responsible for providing the equipment (e.g. cameras, lights, and computers) required for each class.

The Youth Cinema Project will also coordinate industry field trips designed to enhance our curriculum. These industry field trips are critical to closing the Opportunity Gap for our students, and create direct access between Hollywood and the students. All field trips will need to be approved ahead of time by the School, and will not exceed two (2) per year.

A list of equipment costs to be borne by the School, along with the estimated costs of the field trips, will be emailed separately. Equipment costs differ per grade level.

Fees and Costs

The School will pay the Youth Cinema Project: (1) for the instructional and staff development services it provides to the School at an hourly rate of \$116.00 per hour and (2) a fee of \$22,799.40 per year to cover costs of program management, development of industry opportunities and partnerships for the students and the School, coordination of final project screenings in a professional Hollywood environment, coordination and support including but not limited to the recruiting, scheduling and placement of Youth Cinema Project instructors and mentors, coordinating, scheduling and managing student film production logistics, and solicitation and coordination of industry field trips designed to enhance our curriculum.

The School will also reimburse the Youth Cinema Project for all its out of pocket expenses incurred on the School's behalf including but not limited to any mileage (which will be paid at the IRS rate), permits, fees, transportation or insurance.

A schedule of estimated trainings, classes, and costs will be forwarded to you. Such schedule is intended for informational purposes and is not part of this agreement.

The cost of the program for one school year plus one summer school is \$203,807.40. For two consecutive years, the cost would be \$407,614.80.

It is important to note that the Youth Cinema Project will subsidize the program costs for the following two years as follows: 50% year one, 25% year two.

Thus, one school year plus one summer school for two consecutive years with the above applied subsidies gives us the grand total of: \$254,759.25

Total for Year 1 (2021-2022) \$101,903.70

Total for Year 2 (2022-2023) \$152,855.55

Billings

The Youth Cinema Project will bill the School on a monthly basis. All amounts due will be payable to the “**Latino Film Institute Youth Cinema Project.**” The School agrees to pay the full amount set forth in our statements within thirty (30) days of receipt of our invoices.

Cooperation in Program Assessment

The Youth Cinema Project will be taking active measures to assess the quality and effectiveness of its program. The School agrees to use its best efforts to collaborate and supply all requested data (to the extent not legally prohibited) in support of this effort.

Intellectual Property

The Youth Cinema Project recognizes that the films produced by the students are property of the School. The School hereby grants the Youth Cinema Project a license to use the student films for purposes of marketing the program and showcasing the students’ work, on, for example, the Youth Cinema Project website, YouTube and other media platforms.

Term and Termination

This agreement shall be effective as of September 23, 2021 and shall remain in effect through August 15, 2023.

ATTN: Youth Cinema Project
143 South Glendale Ave. #204
Glendale, CA 91205

If the foregoing terms and conditions are satisfactory, please execute this letter in the space provided below and return a signed copy to me in the enclosed self-addressed, stamped envelope. Again, we appreciate the opportunity to provide services to the School and look forward to working with you. As always, should you have any questions, comments or concerns, please do not hesitate to give me a call.

Sincerely,

A handwritten signature in black ink, appearing to be 'Rafael Agustín', written over a horizontal line.

Rafael Agustín
Executive Director,
Latino Film Institute | Youth Cinema Project

I have read and am authorized to agree to the foregoing:

Oxnard School District

By:

Superintendent Karling Aguilera-Fort

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: September 22, 2021

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #21-115 – Blackboard Inc. (Aguilera-Fort)

The Superintendent requests the approval of the contract with Blackboard Inc. to provide training and virtual support for the district's website and communication systems. Blackboard Inc. is the product provider to host the website and auto caller information.

Term of agreement: September 23, 2021 - September 22, 2022

FISCAL IMPACT:

\$12,916.00 – Title 1

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees approve Agreement #21-115 with Blackboard Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-115, Blackboard Inc. \(2 Pages\)](#)

Blackboard

This Blackboard Order Form ('Order Form') by and between **Blackboard Inc.** ('Blackboard') and **Oxnard Elem. School District** ('Customer') details the terms of Customer's use of the products and services set forth below ('Product and Pricing Summary'). This Order Form shall become effective on the Effective Date. This Order Form, together with the Blackboard Master Agreement located at <http://agreements.blackboard.com/bbinc/blackboard-new-master-agreement-all-products.aspx> and incorporated by this reference, form the entire agreement between the parties in respect to the products and services set forth in the Product and Pricing Summary. Notwithstanding anything to the contrary in any purchase order or other document provided by the Customer, any product or service provided by Blackboard to the Customer in connection with a purchase order related to this Order Form is conditioned upon Customer's acceptance of this Order Form and the Blackboard Master Agreement. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the Agreement on behalf of Customer or Blackboard, as applicable. In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Software & Services Product and Pricing Summary

Period Number	Total
Period 1	\$12,916.00
Contract Total	\$12,916.00

Period 1				
Qty	Product Code	Product Name	Dates	Net Total (USD)
1	WCM-MWY-TMPL	CREATIVE MYWAY ULTRA SNG TEMPL	23-Sep-2021 to 22-Sep-2022	\$8,500.00
1	BC-MN-TRNOL-ADV	MASS NOTIF OL TRN ADV/CUST	23-Sep-2021 to 22-Sep-2022	\$425.00
1	BC-MN-TRNOL-BAS	MASS NOTIF OL TRN BASIC/INTERM	23-Sep-2021 to 22-Sep-2022	\$424.00
1	MCA-TRNOL	MCA ONLINE TRAINING	23-Sep-2021 to 22-Sep-2022	\$424.00
1	WCM-TRONL-ACC	ONL TRN WCM (ACCESSIBILITY)	23-Sep-2021 to 22-Sep-2022	\$424.00
1	WCM-TRNOL-BAS	ONL TRN WCM (BASIC/INTERM)	23-Sep-2021 to 22-Sep-2022	\$424.00
1	WCM-TRNOL-SWS	ONL TRN WCM SECTION WORKSPACE	23-Sep-2021 to 22-Sep-2022	\$340.00
2	WCM-TRNOL-ADM	ONL TRN WCM SITE ADMINISTRATOR	23-Sep-2021 to 22-Sep-2022	\$680.00
10	WCM-TRNSVC-CUST	WCM TRAINING CUSTOM CONSULTING	23-Sep-2021 to 22-Sep-2022	\$1,275.00
Period 1 Total				\$12,916.00

B. Terms

1. The Initial Term of this Order Form shall include all Periods included in the Software & Services Product and Pricing Summary above.
2. Upon conclusion of the Initial Term, this Order Form shall terminate.
3. Effective Date: 23-Sep-2021

C. Payment Terms

1. All initial and subsequent payments shall be due NET30. Unless otherwise stated, all prices are in United States currency.
2. Sales Tax: If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

D. Special Provisions

Sales Approved: Chris Prince

Initial:

Sales Approved:

Initial:

Customer: Oxnard School District
Signature:

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

Blackboard Inc.
Signature:

Name: Michael Pohorylo
Title:
Date: 03-Sep-2021

Blackboard does not require a PO for the purchase or payment of the products on this Order Form. If your organization requires a PO in addition to this signed contract, please provide all known information here. If a PO will be issued after signature, indicate 'Pending' in the PO Number field.
PO Number: PO Amount:
Attach PO or send PO to Operations@blackboard.com(Optional):
Attach Tax Exemption (Optional):

Invoicing
Send Invoices via email to:
1. Name: Email:
2. Name: Email:
3. Name: Email:

In Process

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: September 22, 2021

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #21-123 – CFW Advisory Services, LLC (Aguilera-Fort)

It is recommended to extend the District's partnership with CFW Advisory Services, LLC to provide financial consulting and advisory services in connection with the issuance of General Obligation Bonds and other financial transactions.

Term of Agreement: September 23, 2021 through June 30, 2024

FISCAL IMPACT:

CFW's fee for financial consulting and advisory services is contingent on the sale of bonds, certificates, notes, and other securities and payable from the proceeds generated from such transactions, or the District's construction fund, and does not impact the District's General Fund.

RECOMMENDATION:

It is the recommendation of the Superintendent, that the Board of Trustees approve Agreement #21-123 with CFW Advisory Services, LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-123, CFW Advisory Services, LLC \(12 Pages\)](#)

OSD AGREEMENT #21-123

**CONTRACT FOR PROFESSIONAL MUNICIPAL ADVISORY SERVICES BY AND
BETWEEN THE OXNARD SCHOOL DISTRICT AND
CFW ADVISORY SERVICES, LLC**

This contract (“Contract”) is entered into this 22nd day of September, and is made by and between CFW Advisory Services, LLC and the Oxnard School District of Ventura County.

RECITALS

WHEREAS, the Oxnard School District (hereinafter, “District”), a California Public School District located in Ventura County (hereinafter, “County”), is seeking to enter into a Contract with CFW Advisory Services, LLC. (hereinafter, “CFW”) for professional municipal advisory services for the purpose of issuing municipal securities;

WHEREAS, an affiliate company, Caldwell Flores Winters, Inc., provides professional consultant services for facilities planning and assessments, educational program consulting, State aid grants for the modernization and construction of school facilities, election services for bond/parcel tax campaign committees, and program implementation services for facilities and educational programs;

WHEREAS, the District has contracted under separate agreements with an affiliate company, Caldwell Flores Winters, Inc. for the provision of professional consultant services for facilities planning and assessments, program implementation services for facilities and educational programs, and State Aid procurement, and acknowledges such agreements;

WHEREAS, CFW may provide an integrated delivery method for these services for which the District has been apprised and may contract over time in whole or in part for these services by separate agreements or through its affiliate company, Caldwell Flores Winters, Inc.;

WHEREAS, the District desires to engage CFW for advice, counsel and assistance as its municipal advisor to structure and restructure existing debt, provide interim financing solutions, and issue new debt, all to achieve the short and long-term facilities objectives of the District;

WHEREAS, the District understands that the municipal advisory services provided by CFW are governed by the U.S. Securities and Exchange Commission (“SEC”) and the Municipal Securities Rulemaking Board (“MSRB”);

WHEREAS, CFW is registered with the SEC and the MSRB as a municipal advisor;

WHEREAS, the District has determined that it cannot provide through its own personnel the services to be performed by CFW under this Contract, the services provided by CFW are exempt from Public Contract Code section 20111, and the District has fully complied with its policies, bylaws, rules, and/or procedures for entering into this Contract;

NOW THEREFORE, for good and valuable consideration of the covenants set forth herein and other good and valuable consideration, the receipt and adequacy of which is acknowledged by the District and CFW (hereinafter, “Parties”), the Parties agree as follows:

CONTRACT

I. CONSULTANT SERVICES

CFW Advisory Services, LLC. agrees to provide the District with professional consulting services consisting primarily of municipal advisory services as that term is defined by the Dodd-Frank Wall Street Reform and Consumer Protection Act and rules and regulations adopted by the SEC and the MSRB. Exhibit A to this Contract, incorporated herein by reference, sets forth the Scope of Work to be provided by CFW. CFW does not provide legal, accounting or tax advice with respect to the issuance of municipal securities or the structure thereto. The District will be required to retain the services of Bond Counsel and Disclosure Counsel to advise it with respect to the authority and required disclosures to issue municipal securities, including tax treatment. CFW shall not have any decision-making authority with respect to the issuance of municipal securities, as the District is the sole decision-maker with respect to the process for issuing and selling its municipal securities.

II. DISTRICT COOPERATION

The successful issuance of new debt instruments or refunding of existing debt instruments (hereinafter, the “Transaction”) will require the District to assemble a team of professionals (hereinafter, “Finance Team”) consisting of legal counsel, underwriter, trustee and in some cases a paying agent. The District agrees to retain the Finance Team professionals or authorize the retention of these professionals to complete the transaction. CFW may also request that representatives from the County Office of Education and the County participate at various times during the financing process.

The Transaction requires a review of existing documentation and District information. The issuance process requires a disclosure in the form of an Official Statement that accurately represents District information, debt structure and other related information to the public and the investors. Bond Counsel, Disclosure Counsel, if any, and the Underwriter are responsible for preparing the Official Statement and documents to issue debt.

The District agrees to cooperate with CFW and the Finance Team to provide all the necessary District information, records and data necessary to structure the debt, complete the Official Statement and prepare the transaction documentation. Furthermore, the District agrees to provide CFW and members of the Finance Team the opportunity to consult with District personnel as necessary.

The District further agrees to provide complete and accurate information on a timely basis. The District recognizes that CFW and the Finance Team will be relying on the District’s information without further independent verification for purposes of the structuring of the debt.

III. CONFIDENTIALITY OF INFORMATION

CFW recognizes that information related to the services provided by CFW may be deemed public information and subject to be published and/or disclosed to the public as determined and directed by the District and/or State Law. Under this Contract, it shall be the

responsibility of the District to make such determination of whether a particular document or other tangible information is subject to disclosure and to disclose said information at the appropriate time. Subject to that determination, CFW shall regard all information received during the performance of services pursuant to this Contract and all information produced by CFW as confidential and shall not disclose such information to any other person or party without prior consent of the District. Upon written determination by the District of information to be published and/or disclosed to the public, CFW will cooperate to the extent possible to disclose or publish that information consistent with State Law.

IV. TERM

The Parties have agreed to a term ending on June 30, 2024, a period of time recognized as necessary to issue the Transactions contemplated by the Parties. The Term of this Contract shall commence upon approval by the Board of Trustees of the Oxnard School District (Governing Board) and execution by the Superintendent and shall continue through this date. The Parties recognize that the long-term consistent management of the District's debt portfolio is an important objective of the Governing Board. The District may choose to extend or renew the term of this Contract by a written instrument, mutually agreed to by the Parties and approved by the Governing Board.

V. FEE FOR FINANCIAL ADVISORY SERVICES

The District agrees to compensate CFW for the professional services contemplated under Article I of this Contract and Exhibit A attached hereto based on the following fee schedule. The fees and expenses shall be payable at the time of the sale of the securities.

A. Services to Establish a General Obligation Bond Program

The District agrees to compensate CFW a fee of \$45,000 to provide financial consultant services to establish a General Obligation Bond Program for the District, as set forth in Exhibit A. The fee shall be payable from legally available funds as determined by the District upon the first sale of bonds subsequent to the execution of this Contract.

B. Services to Issue Municipal Securities/Bonds

The District agrees to compensate CFW a fee of \$85,000 for the services set forth in Exhibit A related to the issuance of municipal securities/bonds, including General Obligation Bonds, Certificates of Participation, and other similar Bond Issuances.

The Fee set forth herein shall be payable solely from proceeds of the sale of the municipal securities, or from any other legally available funds upon the successful completion and sale of the particular instrument contemplated by the Parties.

C. Expenses

All expenses incurred on behalf of the completion of the approved scope of work by CFW shall be reimbursed at their direct cost plus ten percent (10%) by the District.

VI. DISCLOSURE REGARDING POTENTIAL CONFLICTS OF INTEREST

As a registered municipal advisor CFW is required to disclose to the District potential conflicts of interest and other information regarding CFW's registration, including where to locate CFW's registration information on the SEC's EDGAR system. CFW's required disclosures are included as Exhibit B to this Contract, incorporated herein by reference. Any additional disclosures made by CFW to update the disclosures contained in Exhibit B are also incorporated by reference to this Contract.

VII. INTEGRATED CONTRACT

This Contract in its entirety represents a full and complete understanding of every kind or nature whatsoever between the parties hereto related to Municipal Advisory Services and replaces or supersedes any and all preliminary negotiations, representations or implied covenants inconsistent with the terms of this Contract.

VIII. TERMINATION

In the event CFW fails or refuses to reasonably perform the provisions of the scope of work, the District may declare a default in the performance of the terms of this Contract by providing written notice specifying the nature of the default and the steps necessary to cure the default. CFW shall be provided a period of no less than twenty-one (21) calendar days from the date of the notice to cure the default. The Parties may also agree to mutually terminate this Contract by a writing reflecting the agreement.

CFW may withdraw from its representation of the District upon written notice to the District subject to any fiduciary duty or duty of care that may require CFW to continue to represent the District until an appropriate replacement is identified. The timeline for determining an appropriate replacement will depend on the status of the transaction at the time of withdrawal.

IX. NOTICES

All notices, demands, requests or approvals to be given under this Contract shall be given in writing and shall be deemed served when delivered personally or on the fifth business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as provided below.

Oxnard School District
ATTN: Dr. Karling Aguilera-Fort
1051 South A Street
Oxnard, CA 93030

CFW Advisory Services, LLC.
ATTN: Emilio A. Flores, Partner
6425 Christie Avenue, Suite 270
Emeryville, CA 94608

X. DISPUTE RESOLUTION

Any dispute, claim or controversy arising out of or relating to this Contract or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Contract to arbitrate, shall first be submitted to mediation, and if the matter is not resolved through mediation then to arbitration in Alameda County before one arbitrator. The arbitration shall be administered by an organization mutually agreeable by the parties or pursuant to California Code of Civil Procedure section 1280 et. seq. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from an appropriate court. The prevailing party in the arbitration shall be entitled to its reasonable attorneys' fees and costs. All fees and costs for mediation and arbitration shall be split equally.

XI. CONSULTANT NOT AN EMPLOYEE OF THE DISTRICT

CFW and its employees shall have no authority to contract on behalf of the District and shall not represent itself as having such authority. It is expressly understood and agreed by the Parties that CFW, while engaged in carrying out and complying with any terms and conditions of this contract, is an independent contractor and not an officer, agent or employee of aforesaid District.

XII. PREVAILING LAW

This Contract shall be interpreted and shall be governed by California law.

XIII. ASSIGNMENT

CFW reserves the right to assign this Contract in whole or in part to any successor-in-interest or assignee with the approval of the District. Such approval shall not be unreasonably withheld by the District.

XIV. ATTORNEY'S FEES

In the event that any action or proceeding, including any arbitration, is brought to enforce the provisions of this Contract, the prevailing party shall be entitled to all costs of enforcement, including but not limited to, said party's reasonable attorney fees.

XV. APPROVAL

In executing this Contract, persons signing on behalf of CFW or District represent that each has the authority to do so. This Contract shall not be executed by the District until such time as the Governing Board has approved and authorized its execution.

This Contract is hereby agreed to and executed on this ____ day of _____.

AGREED:

Emilio A. Flores, Partner
CFW Advisory Services, LLC.

Dr. Karling Aguilera-Fort, Superintendent
Oxnard School District

EXHIBIT A
SCOPE OF WORK

CFW agrees to provide the following scope of work for the District:

I. Services to Establish a General Obligation Bond Program

In order to establish a general obligation bond program for District consideration, CFW shall provide the following consultant services:

- a. Review the District's assessed valuation history, statutory bonding capacity and tax rates
- b. Review projects and cost estimates provided to CFW by the District
- c. Work with the District to establish a financing plan to meet anticipated needs of the program
- d. Prepare tax rate estimates and proposed issuance schedule for District review
- e. Establish the maximum level of bonded authorization to be undertaken for District review and approval
- f. Assist team members in establishing a bond program, including bond counsel in the preparation of necessary resolutions calling election, establishing required ballot language, project list, as directed by the District
- g. Work with the District to prepare a tax rate statement including the maximum amount of bonds authorized, the estimated tax rates over the life of the bond program, the total repayment amount and the estimated timing of bonds to be sold
- h. Attend necessary meetings as requested by the District to explain the proposed program to staff, the community, and the Board

II. Services to Issue Municipal Securities

For all municipal securities financing transactions, CFW shall provide the following professional consulting services related to its obligations as a municipal advisor:

- a. Assist District in selection of consultants and team members ("Finance Team"), including underwriters, as directed by the District
- b. Research and analyze the current market for municipal securities and work with the Finance Team to establish a structure for the issue, review the need for credit enhancement and ratings, and establish a timeline for the sale of the bonds
- c. Prepare rating agency presentation or information packet; assist District staff in preparing for the meeting or conference call with rating analysts if required; schedule and participate in the presentation to analysts, if necessary, and provide follow up responses to the rating agency as required
- d. Work with the financing team to seek credit enhancement, if required
- e. Review of financial aspects of legal documents to confirm that they match

proposed financing plan

- f. Work with the financing team to prepare a revenue line to support the amount of municipal securities to be sold, review pre-pricing interest rates and terms by underwriter
- g. Participate in the final pricing and sale of securities to the underwriter, provide a review of the proposed interest rates, and coordinate execution of purchase contract
- h. Prepare a wrap up presentation summarizing the bond sale and attend a board meeting to present the same, if requested by the District as needed
- i. Provide ongoing updates to the District staff and Board, as requested
- j. Assist the staff in the planning for the issuances, as requested

Unless otherwise provided above, CFW is not responsible for preparing any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about CFW provided by CFW for inclusion in such documents.

EXHIBIT B

DISCLOSURES REQUIRED BY THE MUNICIPAL SECURITIES RULEMAKING BOARD RULES G-10 & G-42 FROM MUNICIPAL ADVISORS TO MUNICIPAL ENTITY CLIENTS OR OBLIGATED PERSONS

The Municipal Securities Rulemaking Board (MSRB) requires CFW Advisory Services, LLC. (“CFW Advisory Services”), as a registered municipal advisor, to provide written disclosure to Municipal Entity Clients (“Clients”), or potential Clients, about the actual or potential conflicts of interest that may arise during CFW Advisory Services’ representation of a Client as well as other disclosures described below. To the extent any material conflicts of interest arise after the date of this disclosure, CFW Advisory Services will provide information with respect to such conflicts in the form of a written supplement its Clients. Some of this information may already be included in the written contract between CFW Advisory Services and its Clients for municipal advisory services. The specific disclosures are provided in the sections below:

The Form and Basis of Compensation:

CFW Advisory Services is typically compensated a fixed fee for the provision of municipal advisory services, as is presented in the written contract to provide these services between CFW Advisory Services and its Clients. No revision to that fee structure is proposed by this disclosure. In some cases, the fee amount for a transaction may be adjusted by mutual agreement between CFW Advisory Services and its Clients. In addition, CFW Advisory Services may occasionally use a different form of compensation to provide services. Alternate forms of compensation present a potential conflict of interest; this information is described below:

Fixed fee: Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor’s fee is contingent upon the successful completion of a financing, as described below. CFW Advisory Services manages and mitigates this conflict primarily by adherence to the fiduciary duty that it owes to its Clients that requires it to put the interests of a Client above and ahead of CFW Advisory Services’ interests.

Hourly fee: Under an hourly fee form of compensation, the municipal advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the client and the advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (e.g., a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below. While CFW Advisory Services does not typically provide municipal advisory services on an hourly fee basis, it may do so from time to time. In such cases,

CFW Advisory Services manages and mitigates this conflict primarily by adherence to the fiduciary duty that it owes to its Clients that requires it to put the interests of a Client above and ahead of CFW Advisory Services' interests.

Fee contingent upon the completion of a financing or other transaction: Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary, it presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction. CFW Advisory Services manages and mitigates this conflict primarily by adherence to the fiduciary duty that it owes to its Clients that requires it to put the interests of a Client above and ahead of CFW Advisory Services' interests.

Fee paid under a retainer agreement: Under a retainer agreement, fees are paid to a municipal advisor periodically (e.g., monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis (e.g., a fixed fee per month regardless of the number of hours worked) or an hourly basis (e.g., a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above) but may present other issues for client consideration. CFW Advisory Services manages and mitigates this conflict primarily by adherence to the fiduciary duty that it owes to its Clients that requires it to put the interests of a Client above and ahead of CFW Advisory Services' interests.

Fee based upon principal or notional amount and term of transaction: Under this form of compensation, the municipal advisor's fee is based upon a percentage of the principal amount of an issue of securities (e.g., bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue or modify the derivative for the purpose of increasing the advisor's compensation. CFW Advisory Services manages and mitigates this conflict primarily by adherence to the fiduciary duty that it owes to its Clients that requires it to put the interests of a Client above and ahead of CFW Advisory Services' interests.

Notwithstanding the above disclosure, CFW Advisory Services is a professional municipal advisory firm that, when retained, holds a fiduciary duty to its Clients, as defined by federal law, to its client and its actions are regulated by the United States Securities and Exchange Commission ("SEC") and the rules promulgated by the MSRB. CFW Advisory Services takes its duty and its responsibilities seriously and encourages you to ask questions and seek clarification when a question arises regarding a transaction or the fee associated with that transaction paid to CFW Advisory Services.

In the event that you have a concern or believe that there is a conflict of interest or breach of the fiduciary relationship, CFW Advisory Services encourages an open dialogue with a member of the senior management or the Managing Partner, Emilio A. Flores, to resolve the concern.

Description of Any Legal and Disciplinary Events:

CFW Advisory Services is registered as a “Municipal Advisor Firm” pursuant to Section 15b of the Securities Exchange Act and rules and regulations adopted by the United SEC and the MSRB. As part of this registration, CFW Advisory Services is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving CFW Advisory Services. Pursuant to MSRB Rule G-42, CFW Advisory Services is required to disclose any legal or disciplinary events that are material to the District’s evaluation of CFW Advisory Services or the integrity of its management or advisory personnel.

There have been no disciplinary events or similar actions against CFW Advisory Services or its affiliates by the SEC, the MSRB or any other agency requiring disclosure. An affiliate of CFW Advisory Services, Caldwell Flores Winters, Inc., has disclosed one legal event to the SEC related to civil litigation by a municipal issuer related to the provision of municipal advisory services. Additional information about this claim may be found in found in Item 9 of the Form MA/A filed with the SEC, which is available at:

[\[https://www.sec.gov/Archives/edgar/data/1678293/000167829316000006/xslFormMA_X01/pri mary_doc.xml\]](https://www.sec.gov/Archives/edgar/data/1678293/000167829316000006/xslFormMA_X01/pri mary_doc.xml)

Electronic Access to CFW Advisory Services’ Form MA and Each Form MA-I:

Copies of CFW Advisory Services’ filings with the SEC can currently be found by accessing the SEC’s EDGAR system Company Search Page which is currently available at:

[\[https://www.sec.gov/edgar/searchedgar/companysearch.html\]](https://www.sec.gov/edgar/searchedgar/companysearch.html)

You may find the company’s filings by searching for either CFW Advisory Services, LLC or by our CIK number, which is 0001678293.

Scope of Work, Means for Termination of the Municipal Advisory Relationship, or Withdrawal from the Municipal Advisory Relationship:

The Scope of Work to be performed, provisions for the termination of the municipal advisory relationship, or withdrawal from the relationship are stated in the written contract with the District, and no subsequent revisions have currently been made.

Affiliate Municipal Advisor

Municipal advisory services may be provided by CFW Advisory Services and/or its affiliate, Caldwell Flores Winters, Inc. Caldwell Flores Winters, Inc. provides municipal advisory services and additional professional consulting services, including planning services, facilities assessments, State Aid services and facilities implementation services that are not municipal/financial advisory services. These services may be solicited from Caldwell Flores Winters, Inc. Upon request, Caldwell Flores Winters, Inc. will provide clients with a proposal, including fees, to provide said services.

Investor Brochure (MSRB G-10) Disclosures:

CFW Advisory Services is registered as a Municipal Advisor Firm pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the MSRB.

The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: September 22, 2021

Agenda Section: Section C: Support Services Agreement

Ratification of Agreement #21-109 – Kern County Superintendent of Schools (DeGenna/Nocero)

Kern County Superintendent of Schools has been designated as the Local Educational Consortium (LEA) responsible for administering the Medi-Cal Administrative activities (MAA) claiming process for participating LEA's in Service Region 8. This agreement establishes a means of claiming reimbursement from the Department of Health Care Services (DHCS) for costs necessary for the proper and efficient administration of the Medi-Cal Program as set forth in Welfare and Institutions Code section 14132.47.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-109 with Kern County Superintendent of Schools.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-109, Kern County Superintendent of Schools \(10 Pages\)](#)

OFFICE OF MARY C. BARLOW
KERN COUNTY SUPERINTENDENT OF SCHOOLS
Advocates for Children

MEDI-CAL ADMINISTRATIVE ACTIVITIES
CLAIMING AGREEMENT

This Agreement is made effective this 1st day of July, 2021, by and between the **KERN COUNTY SUPERINTENDENT OF SCHOOLS** ("KCSOS"), a constitutional officer with jurisdiction over a political subdivision of the State of California, Tax I.D. No. 95-6000941, located at 1300 17th Street, Bakersfield, California, 93301-4533, hereinafter referred to as the Local Educational Consortium ("LEC"); and **Oxnard School District**, a political subdivision of the State of California, Tax I.D. No. 956002318, located at 1051 South A Street, Oxnard, CA 93030, hereinafter referred to as the Local Educational Agency ("LEA").

I. RECITALS

- A. The LEC and the LEA desire to establish a means of claiming reimbursement from the Department of Health Care Services ("DHCS") for costs necessary for the proper and efficient administration of the Medi-Cal Program as set forth in Welfare and Institutions Code section 14132.47.
- B. The LEC has been designated as the Local Educational Consortium responsible for administering the Medi-Cal Administrative Activities ("MAA") claiming process for all participating LEA's in Service Region 8.

II. AGREEMENT

- A. Term and Termination. This Agreement shall remain in effect until terminated. This Agreement may be terminated without cause at the end of any quarter by either party on written notice, which notice shall be given at least 60 days prior to the start of the quarter after which participation will terminate.
- B. LEC Responsibilities:
1. As mandated by the DHCS, provide a software platform (also referred to from time to time as the "System" or "System Service") through a third party administrator, through which the LEA shall utilize the random moment time study (RMTS) process. Although the LEC will make every reasonable effort to facilitate use of the software platform, the LEC is not responsible for problems resulting from software platform or system errors;
 2. Perform desk and site reviews on a rotating basis as prescribed by DHCS to monitor compliance with all federal and state program requirements;
 3. Act as liaison between DHCS and LEA;
 4. Prepare and submit quarterly invoices to DHCS;

5. Receive and distribute all of LEA's MAA reimbursements as set forth below in section F of this agreement;
6. Maintain a file of documents pursuant to program retention requirements;
7. Attend statewide and regional MAA training sessions, receive and review MAA-related correspondence from state and federal agencies, distribute new information to the LEA's MAA Coordinator, and actively participate in policy and problem resolution discussions with regional, state and federal entities.

C. LEA Responsibilities:

1. Appoint a MAA coordinator and alternate LEA contact for all MAA activities of the LEA and provide the LEC with contact information. In addition, the LEA agrees to provide the LEC contact information for fiscal staff involved, including those responsible for pulling data and signing invoices. Failure to provide the LEC with current contact information may result in lost revenue to the LEA;
2. Ensure attendance by the MAA Coordinator and other LEA staff at MAA training sessions;
3. Submit all information requested by the LEC necessary for administration and oversight of the MAA Program in a manner and at a time prescribed by LEC, including without limitation a quarterly roster of all LEA MAA staff participants;
4. Oversee timely completion of time study information by LEA staff;
5. Submit invoices to the LEC in a manner and at a time prescribed by LEC. The LEA is responsible for the accuracy of the financial information. It is critical that this information is thoroughly reviewed by the LEA prior to submission to the LEC. The LEC is NOT responsible for auditing or otherwise determining the accuracy of the financial information used for the preparation of the LEA's invoices;
6. Submit accurate information. If the LEC has a reasonable basis for believing that the LEA did not comply with the rules and regulations concerning time surveying or provided inaccurate or incomplete financial information, the LEC shall have the right to (1) delay processing invoices until accurate information is provided by the LEA, or (2) if circumstances warrant, decline to submit invoices for any quarters that would be affected by any incomplete or inaccurate information. If it comes to LEC's attention that errors were committed by the LEA after an invoice has been submitted to DHCS, the LEC will revise the invoice to correct those errors;
7. Execute and comply with the "Agreement for Disclosure and Use of Medi-Cal Data" attached to this agreement as Exhibit A. Execute and comply with the procedures related to the LEA Medi-Cal tape match.
8. The RMTS software platform may be accessed only by employees of the LEA who have a need to access for RMTS purposes. The LEA is a permissive user of the RMTS software platform and agrees to comply with the confidentiality and other requirements associated with use of the RMTS software platform, including but not limited to the following:
 - a. The LEA and its officers, agents, and employees are permissive users of a nonexclusive, nontransferable right and license to access via the Internet

and use the RMTS System Service and any provided documents (the "Documentation") to the extent reasonably necessary. This includes incorporating any provided Documentation, in whole or in part, into other written materials prepared by or for the LEA with respect to the System Service solely for the LEA's internal use, and reproducing and distributing modified and original versions of provided Documentation, in hard copy or online format, as part of the LEA's Documentation for the System Service, and, if the Documentation is in an online format, allowing authorized LEA users to make print copies of the same solely for internal use.

- b. The System may be accessed only by 1) LEA employees who have a need to access the System Service for appropriate MAA Program purposes; or 2) LEA subcontractors and their employees, subject to prior written notification to and approval by the LEC and the LEC's third party administrator. Those users may be referred to herein as "Agency Users." Such approval may include requirements for subcontractors and their employees to execute appropriate confidentiality and non-use agreements at any time before or after being approved for access. Agency Users may access the System solely for MAA Program purposes and shall be required to maintain the System Service and provided Documentation as confidential and proprietary to the LEC's third party administrator. The LEA shall not use or grant to any person or entity other than authorized Agency Users the right to use the System Service. The LEA and Agency Users shall not distribute, market, or sublicense the System Service. The LEC and the LEC's third party administrator may restrict access or require the LEA to restrict access to the System Service by any Agency User who violates the confidentiality or proprietary rights in the System Service.
- c. The LEA shall ensure that appropriate proprietary notices indicating the third party administrator's Intellectual property rights in the System Service and related Documentation are placed on all copies of written materials distributed by the LEA. Examples of such documentation include training materials and manuals.
- d. The LEA shall not distribute or knowingly permit distribution of System Documentation or intellectual property to any individual or organization not authorized as an Agency User.
- e. The LEA shall not transfer or permit access to the System Service to any third party or permit any Agency User to transfer or allow access to the System Service to any unauthorized person except as may be required by lawful court order or as a requirement by direction of state person, except as may be required by lawful court order or as a requirement by direction of state or federal authorities having jurisdiction over the reporting of time by Agency and Agency Users.
- f. The LEA shall not decompile, disassemble, or otherwise attempt to reverse engineer the System Service or any portion of it and shall not permit any Agency User to decompile, disassemble, or otherwise attempt to reverse engineer the System Service or any portion thereof.
- g. The LEA will take reasonable steps to protect the System Service from unauthorized access, copying, dissemination, and disclosure, and from other unauthorized use, and will report promptly to the LEC and its third

After one quarter of non-participation, the LEA will be conditionally reinstated. If during this conditional quarter, the LEA meets 85% compliance they will be reinstated. If the LEA does not meet 85% compliance in the conditional quarter, the claiming unit is suspended for an additional quarter.

10. The LEA will timely notify the LEC of any errors and/or omissions in information sent to the LEC so the LEC can process a claim adjustment for submission to DHCS.
11. The LEA will establish and maintain an audit file containing documents specified by DHCS pursuant to program retention requirements.
12. Upon request, the LEA shall make available to the LEC and state and federal auditing agencies all work, records, and procedures related to this Agreement and/or a Medi-Cal reimbursement request.
13. The LEA shall reply in a timely manner to any request for information or to audit exceptions by the LEC or state and/or federal audit agencies that relate to MAA or RMTS services under this Agreement.
14. The LEA will hold all statistical, financial, and other data relating to the MAA Program and the identity of Medi-Cal students in strict confidence.
15. The LEA's failure to perform its duties and responsibilities may result in delayed and/or disallowed reimbursements.

D. Subcontracting:

1. The LEA agrees that the LEC may, in its sole discretion perform duties under this Agreement through an independent contractor to be selected by LEC.
2. Should the LEA contract with a vendor to provide services or perform its obligations under this Agreement, the LEA remains responsible for the accuracy and completeness of information submitted and is also responsible for notifying the vendor of all deadlines. Payment of vendor fees or costs is the sole responsibility of the LEA, and the LEA understands that services provided by a vendor are considered duplicative and are not allowed as a claimable expense on any invoice.

E. Mutual Indemnification.

1. Each party agrees to defend, hold harmless, and indemnify the other party (and its officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by the indemnifying party's breach of the terms of this Agreement.
2. In the event that any action or proceeding is brought against a party by reason of any claim or demand discussed in this section, upon notice from the party, the indemnifying party shall defend the action or proceeding at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligations to indemnify set forth in this section shall include reasonable attorney

fees and investigation costs and all other reasonable costs, expenses, and liabilities from the time of giving the first notice of any claim or demand.

3. The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) are actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage caused solely by the active negligence or willful misconduct of the other party.

F. Consideration.

1. The LEA agrees that all of the LEA's MAA reimbursements made under this Agreement are to be payable to the LEC.
2. The LEC agrees to process all of the LEA's MAA reimbursements due to the LEA under this Agreement within 30 calendar days of the LEC's receipt of the MAA reimbursement.
3. The LEA agrees that as full compensation to the LEC for its services specified herein, the LEC may withhold from payments made on each invoice submitted to DHCS \$80 per quarter per time survey participant, not to exceed 15% of the total invoice.

- G. Invoice Revisions. If a quarterly invoice is revised, subsequent to payment by the LEC to the LEA of the initial amount, to decrease the invoiced amount, the LEC shall recoup from the LEA the difference between the amount paid to the LEA and the amount reflected in any revised invoice. The LEA hereby authorizes the LEC to recoup the amount of the overpayment by electronic transfer of funds when feasible and, when not feasible, by direct billing or deduction of the overpayment from future payments otherwise due to the LEA. When the amount is directly billed, the invoice shall be paid by the LEA within 30 calendar days of receipt of the invoice. If the revision to the invoice is due to an error on the part of the LEA, the LEC will retain the administrative fee charged upon payment of the initial invoice.

H. Audit Disallowance.

1. The LEA shall bear the burden of any federal audit disallowance, interest, or penalty to the extent that any disallowance, interest, or penalty results from a claim or claims for which the LEA has received reimbursement. The LEC shall recoup from the LEA amounts equal to the amount of any disallowance, interest, or penalty, less any amounts already remitted by the LEA to DHCS for the disallowed claim. The LEA hereby authorizes the LEC to recoup the amount of the disallowance, interest, or penalty by electronic transfer of funds when feasible and, if not feasible, by direct billing or deduction of the amount due from future payments otherwise due to the LEA. When the amount is directly billed, the invoice shall be paid by the LEA within 30 calendar days of receipt of the invoice.
2. In the event of a possible disallowance, reimbursement of all subsequent claims may be held in abeyance by the LEC with no payment made to the LEA until the disallowance issue is resolved. The LEC shall retain its administrative fee for all claims processed for the LEA, even if all or a portion of a claim is later disallowed as a result of an audit, if any disallowance was due to erroneous information being provided to the LEC by the LEA. The LEA may appeal the results of an audit;

however, the LEA is responsible to reimburse the LEC the amount of payment due to DHCS within 30 days of notification by the LEC. If the appeal results in an outcome favorable to the LEA, any funds reimbursed by DHCS will be paid to the LEA within 30 days.

3. In the event that Region 8 reimbursements are held or disallowed by DHCS so that full reimbursement of all invoices submitted by Region 8 LEAs is not possible, the LEAs which have unfunded reimbursements due will be reimbursed on a pro rata basis until the disallowance is resolved.
- I. Modifications. This document contains the entire agreement between the parties and may be modified only in writing and signed by both parties.
- J. Compliance with Law. In the performance of this Agreement, the parties shall observe and comply with all applicable local, county, state, and federal laws, rules, and regulations.
- K. Compliance with State Contract. In the performance of this Agreement, the parties shall comply with all terms and conditions of the pertinent MAA contracts between DHCS and KCSOS which are attached hereto as Exhibit B and incorporated herein by reference.
- L. Attorney Fees. If any action is initiated to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees in addition to any other relief to which that party may be entitled.
- M. Choice of Law/Venue. The rights and obligations of the parties and the interpretation and performance of this Agreement shall be governed by the laws of California, excluding any laws which direct application of the laws of another jurisdiction. The parties agree that the venue of any action relating to this Agreement shall be Kern County.
- N. Covenant to Sign Documents. Each party will sign all documents and writings reasonably necessary or expedient to carry out the terms of this Agreement, with acknowledgment or affidavit if required.
- O. Federal Contract Funds. This Agreement is valid and enforceable only if sufficient funds are made available to the state by the United States government for the purposes of the MAA program. In addition, this Agreement is subject to any restrictions, limitations, or conditions under any applicable federal or state statute or regulation. It is mutually agreed that if sufficient funds are not appropriated for the MAA Program, each party has the option to terminate the contract. If neither party elects to terminate the Agreement, the Agreement shall be amended to reflect any reduction in funds.
- P. Assignment. The LEA shall not assign or transfer this Agreement, its obligations under this Agreement, or and part of this Agreement. The LEA shall not assign any monies due or which become due to the LEA under this Agreement without the prior written approval of the LEC.
- Q. Authority to Bind. It is understood that in the LEA's performance of any and all duties under this Agreement, the LEA has no authority to bind the LEC to any agreements or undertakings.
- R. Certification. The LEA shall certify the non-federal match from the LEA's general fund, or from any other funds allowed under federal law and regulations, to Title XIX funds claimed for MAA performed pursuant to Welfare and Institutions Code Section 14132.47.

- S. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted, and this Agreement shall read and be enforced as though it were included. If through mistake or otherwise any provision is not inserted or is not correctly inserted, upon application of either party, the Agreement may be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments on the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the parties.

- T. Signature Authority. Each person signing this Agreement represents that he or she has been authorized and empowered to enter into this Agreement by the party on whose behalf the signature is made.

LEA:
Oxnard School District

LEC
KERN COUNTY
SUPERINTENDENT OF SCHOOLS

By: _____

By:  _____

Name: Lisa A. Franz

Name: Tina Foster

Title: Director, Purchasing

Title: Chief Financial Operations Officer

Dated: _____

Dated: 8-30-21

EXHIBIT A
SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
AGREEMENT FOR DISCLOSURE AND USE OF MEDI-CAL DATA

LEA and LEC agree to secure data and documents that reside in the California Department of Health Care Services (DHCS) Medi-Cal systems of records, or with its agents, to ensure the integrity, security, and confidentiality of such data and documents, and to permit only appropriate disclosure and use as may be permitted by law.

LEA and LEC mutually agree that the following named individual is designated as “Custodian of the Files” on behalf of the LEA and shall be responsible for the observance of all conditions of use and for establishment and maintenance of security to prevent unauthorized acquisition, access, use or disclosure. The LEA agrees to notify LEC of any change to the custodianship information. LEA and LEC mutually agree, that these related data file(s) will be used solely for the following purpose: to allow the LEC to verify the Medi-Cal eligibility of beneficiaries in order to establish the Medi-Cal Eligibility Ratio (MER) to submit claims for the School-Based Medi-Cal Administrative Activities (SMAA) program. Local Educational Agencies (LEAs) within the LEC region must first determine their MER.

LEA and LEC mutually agree that the creation, receipt, maintenance, transmittal and disclosure of data from DHCS containing PHI or PI shall be subject to the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act) and their implementing privacy and security regulations, which include the final Omnibus Rule, at 45 Code of Federal Regulations parts 160 and 164 (HIPAA regulations), the provisions of the California Information Practices Act (IPA) at Civil Code section 1798 et. seq., Confidentiality of Substance Use Disorder Patient Records at 42 Code of Federal Regulations part 2, and the provisions of other applicable federal and state laws. LEA agrees they will not use such data for any purpose other than that stated in the above paragraph of this Agreement. LEA agrees that access to the data covered by this Agreement shall be limited to the minimum number of individuals necessary to achieve the purpose stated above.

LEA agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it. The

safeguards shall provide a level and scope of security that is not less than the level and scope of security established in HIPAA, the HITECH Act, and the HIPAA Regulations, Final Omnibus Rule as set forth in 45 CFR, parts 160, 162 and 164 of the HIPAA Privacy and Security Regulations. LEA also agrees to ensure that any agents, including a subcontractor to whom they provide DHCS data, agrees to the same requirements for privacy and security safeguards for confidential data that apply to the LEA.

LEA acknowledges that penalties under 45 Code of Federal Regulations, parts 160, 162 and 164 of the HIPAA regulations, and Welfare and Institutions Code section 14100.2, including possible fines and imprisonment, may apply with respect to any disclosure of information in the file(s) that is inconsistent with the terms of this Agreement. LEA further acknowledges that criminal penalties under the Confidentiality of Medical Information Act (Civ. Code § 56) may apply if it is determined that LEA, or any individual employed or affiliated therewith, knowingly and willfully obtained any data under false pretenses.

On behalf of LEA, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all of the terms specified herein.

Ruth F. Quinto, CPA, Assistant Superintendent, Business & Fiscal Services
Name and Title of Custodian of Files

Oxnard School District
LEA Name

1051 South A Street, Oxnard, CA 93030
LEA Address

805-385-1501, x2401 rquinto@oxnardsd.org
Custodian's Phone Number / Email Address

Custodian's Signature

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: September 22, 2021

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #21-111 – Acceleration Behavioral Therapies (DeGenna/Jefferson)

Acceleration Behavioral Therapies will provide consultant services to the Special Education Services Department during the 2021-2022 school year. Services to include applied behavioral therapy and related services, including direct behavioral intervention, development, implementation, and supervision for students as requested or assigned by their school for services.

Term of Agreement: September 1, 2021 through June 30, 2022

FISCAL IMPACT:

Not to exceed \$500,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-111 with Acceleration Behavioral Therapies.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-111, Acceleration Behavioral Therapies \(13 Pages\)](#)
[Rate Sheet \(1 Page\)](#)

OXNARD SCHOOL DISTRICT

Agreement #21-111

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 22nd day of September 2021 by and between the Oxnard School District (“District”) and Acceleration Behavioral Therapies (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on Exhibit A, attached to this Agreement.

B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.

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

OPERATIVE PROVISIONS

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

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from September 1, 2021 through June 30, 2022 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

3. **Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation shall not exceed Five Hundred Thousand Dollars (\$500,000.00), per attached rate sheet, unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Danielle Jefferson
Phone: 805.385.1501, x2175
Fax: 805.487.9648

To Consultant: Acceleration Behavioral Therapies
16501 Ventura Blvd., #400
Encino, CA 91436
Phone: (818) 356.8106
Fax: (818) 356.8113
Email: JFreilich@accelerationbt.com

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

ACCELERATION BEHAVIORAL THERAPIES:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #21-111

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #21-111

SERVICES

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

***PER ATTACHED RATE SHEET**

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

***PER ATTACHED RATE SHEET**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
- Project #21-111

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #21-111

COMPENSATION

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

Total compensation shall not exceed Five Hundred Thousand Dollars (\$500,000.00), per attached Proposal/Rate Sheet, unless additional compensation is approved in writing by the District.

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

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

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

IV. The total compensation for the Services shall not exceed \$500,000.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #21-111

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

Accountants, Attorneys, Education Consultants, Nurses, Therapists	\$1,000,000
Architects	\$1,000,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

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

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

Not Project Related

Project #21-111

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #21-111

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #21-111

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



Acceleration Behavioral Therapies

Phone: (818) 356-8106

Fax: (818) 356-8113

Info@AccelerationBT.com

16501 Ventura Blvd., Ste. 400, Encino, CA 91436

California Department of Education / SELPA / School District Chargemaster

School Related Service	Description of ABT staff qualification	Rate (per hour)
BII (Behavior Intervention Implementation)	Are under the supervision of personnel qualified under subdivision (a); and (B) possess a high school diploma or its equivalent; and (C) receive the specific level of supervision required in the pupil's IEP. (see: 5 CCR 3051.23)	\$60.00
BID (Behavior Intervention Development)	master's degree issued by a regionally accredited post-secondary institution in education, psychology, counseling, behavior analysis, behavior science, human development, social work, rehabilitation, or in a related field. (see: 5 CCR 3051.23)	\$85.00

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: September 22, 2021

Agenda Section: Section C: Personnel Agreement

Ratification of Agreement #21-112 – California State University Northridge (Torres/Batista)

The Oxnard School District will provide student teaching experience through practice teaching to students enrolled in teacher training curricula of California State University Northridge.

Term of Agreement: July 1, 2021 through June 30, 2022

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Certificated Human Resources, and the Assistant Superintendent, Human Resources, that the Board of Trustees ratify Agreement #21-112 with California State University Northridge.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-112, California State University Northridge \(2 Pages\)](#)
[Certificate of Insurance \(1 Page\)](#)

OSD AGREEMENT #21-112

Agreement No. TA 2122.04
(Ref. Multi-year: TA 2122.04
California State University, Northridge

STUDENT TEACHING AGREEMENT

THIS AGREEMENT entered into by and between the State of California through the Trustees of The California State University on behalf of the State University noted below, all of which are hereinafter called State or State University, and the School District/School, noted below, hereinafter called the District.

WITNESSETH

WHEREAS, The District is authorized to enter into agreements with the State, to provide teaching experience through practice teaching to students enrolled in teacher training curricula of the State University; and

WHEREAS, any such agreement may provide for the payment for the services rendered by the District of an amount not to exceed the actual costs to the District of the services rendered; and

WHEREAS, it has been determined between the parties hereto that the payments to be made to the District under this agreement do not exceed the actual cost to the District of the services rendered by the District; and

WHEREAS, the honorarium or payment provided herein is intended to be transmitted promptly by the District to the supervising teacher as compensation for and recognition to services performed for the student teacher in the supervisory teacher's charge.

NOW THEREFORE, it is mutually agreed between the State and the District as follows:

SPECIAL PROVISIONS

The State University and the District are as follows:

UNIVERSITY
California State University, Northridge

DISTRICT
Oxnard School District

This AGREEMENT shall become effective upon execution and shall continue in perpetuity until terminated by either party after giving the other party thirty (30) days' advance written notice of the intention to terminate, provided further, however, that any such termination of the agreement by the CP shall not be effective against any such STUDENT(S) who at the date of the mailing of notice of termination was participating in said program until such STUDENT(S) has completed the program as mutually agreed upon.

Payment for SERVICES for subsequent fiscal years is contingent upon approval of the State Budget.

The SERVICES to be provided by District to State shall not exceed 100 semester units of Practice Teaching per Fiscal Year (July 1-June 30).

The State shall pay District for such services at the RATE AND AMOUNT of \$25.00 per semester unit per Fiscal Year.

Invoices must be sent to:

University Accounts Payable
California State University, Northridge
18111 Nordhoff Street
Northridge, CA 91330-8202

GENERAL TERMS

1. The District shall provide to State University students teaching experience through practice teaching in schools and classes of the District not to exceed the units of practice teaching set forth in the Special Provisions. Such practice teaching shall be provided in such schools or classes of the District and under the direct supervision and instruction of such employees of the District, as the District and the State through their duly authorized representatives may agree upon.

The District may, for good cause, refuse to accept for practice teaching any student of the State University assigned to practice teaching in the District, and upon request of the District, made for good cause, the State shall terminate the assignment of any student of the State University to practice teaching in the District.

Practice teaching as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District holding valid life diplomas or credentials issued by the State Board of Education, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

2. The State will pay the District for the performance by the District of all services required to be performed under this agreement at the rates set forth in the Special Provisions for each semester or quarter unit of practice teaching.

A semester unit of practice teaching for elementary and secondary schools is approximately twenty (20) minutes of practice teaching daily for five (5) days a week for eighteen (18) weeks. A quarter unit of practice teaching is two-thirds (2/3) of a semester unit. For community colleges and/or adult schools, a semester unit is approximately 20 minutes of practice teaching daily three (3) days a week for eighteen (18) weeks during regular session.

3. An assignment of a student of the State University to practice teaching in schools or classes of the District shall be, at the discretion of the State, either for approximately nine (9) weeks or for approximately eighteen (18) weeks, but a student may be given more than one assignment by the State University to practice teaching in such schools or classes.

The assignment of a student of the State University to practice teaching in the District shall be deemed to be effective for purposes of this agreement as of the date the student presents to the proper authorities of the District the assignment card or other document given the student by the State University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

In the event the assignment of a student of the State University to practice teaching is terminated by the State University for any reason, the District shall receive payment on account of such student except that if such assignment is terminated before the end of the ninth week of the term of the assignment, the District shall receive payment for an assignment for nine (9) weeks only. If a student is assigned by the State University to another teacher of the District after an assignment has become effective, this shall be considered for payment purposes as an entirely new and separate assignment.

Absences of a student from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided the student by the District.

4. Within a reasonable time following the close of each semester or quarter of the State University, the District shall submit an invoice, in triplicate, to the State University for payment, at the rate provided herein, for all units of practice teaching provided by the District under and in accordance with this agreement during said semester or quarter. The District shall attach to the invoice a certificate, in triplicate, executed by a duly authorized representative of the District certifying that the District expended or became obligated to expend in providing such practice teaching an amount not less than the amount of the invoice. The State will pay the amount of such invoice from moneys made available for such purpose by or pursuant to the laws of the State. All invoices for services for each fiscal year must be received by University Accounts Payable no later than August 31 following the close of that fiscal year. Any invoices received after this date will be returned unprocessed.

5. Notwithstanding any other provisions of this agreement, the State shall not be obligated by this agreement to pay the District any amount in excess of the total sum set forth in the Special Provisions.

6. STUDENT(S) shall at no time throughout this agreement be considered officers, employees, agents or volunteers of the UNIVERSITY. The student shall be considered employees of the CP for the duration of the Internship/Service-Learning placement, or where this is not possible CP will sign up STUDENT(S) as an "official volunteer" of CP for purposes of Workers' Compensation and liability coverage.

7. For any virtual or in-person placements, the FACILITY is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". The FACILITY is familiar with and informed about the Centers for Disease Control and Prevention ("CDC") current guidelines regarding COVID-19 as well as applicable federal, state, and local governmental directives regarding COVID-19. The FACILITY, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, the FACILITY will take steps to comply with the modified, changed or updated guidelines or directives. If at any time the FACILITY becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify UNIVERSITY of that fact.

STATE OF CALIFORNIA

SCHOOL DISTRICT

Trustees of the California State University

Oxnard School District

BY Deborah Flugum

BY _____

TITLE Director, Purchasing & Contract Administration
California State University, Northridge
18111 Nordhoff Street
Northridge, CA 91330-8231
818/677-2301
818/677-6544 (fax)

TITLE Lisa A. Franz, Director, Purchasing

SCHOOL DISTRICT CERTIFICATION (See attached "Certification of Minutes")



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/24/2021

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 Alliant Insurance Services, Inc. 100 Pine Street - 11th Floor San Francisco, CA 94111	CONTACT NAME: PHONE (A/C, No, Ext): 415-403-1400	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Lloyds of London		
INSURED The California State University (CSU) 401 Golden Shore, 5th Floor Long Beach, CA 90802	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 182808039

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 checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			B1724WLS21A036	7/1/2021	7/1/2022	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 25,000
							MED EXP (Any one person)	\$ 25,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
							Sex Abuse/Molest.	\$ 2,000,000
	<input type="checkbox"/> 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? (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	\$
A	Student Professional Liability Insurance Program (SPLIP)			B1724WLS21A036	7/1/2021	7/1/2022	\$2,000,000 \$4,000,000	Each Claim Policy Aggregate

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

THIS CERTIFICATE IS PROVIDED FOR EVIDENCE ONLY. General Liability and Professional Liability coverage is provided on a claims-made basis including a 3 year extended reporting period. Coverage extends to students enrolled in covered academic courses. Coverage extends to any affiliate institution to whom the Named Insured is obligated by written agreement to add as Additional Insured. Coverage applies only when there exists a written agreement between the University and the affiliate institution, which is executed prior to an incident giving rise to a claim for a covered loss.

CERTIFICATE HOLDER**CANCELLATION**

EVIDENCE OF COVERAGE

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: Ruth F. Quinto, CPA

Date of Meeting: September 22, 2021

Agenda Section: Section C: Support Services Agreement

Ratification of Agreement #21-113 – HopSkipDrive, Inc. (Quinto/Briscoe)

HopSkipDrive, Inc., upon request by the District, will from time to time supplement the districts' transportation programs using sedans, mini-vans, and SUV's to assist in transporting McKinney-Vento, special-needs, out of district students, and hard-to-serve trips to and from school.

Term of Agreement: September 2, 2021 through June 30, 2022

FISCAL IMPACT:

Not to exceed \$75,000.00 – General Fund

(\$26.00 Base Fee + \$2.50 per mile + \$0.10 per Ride California Access for All Fee)

RECOMMENDATION:

It is the recommendation of the Director of Transportation, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees ratify Agreement #21-113 with HopSkipDrive, Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-113, HopSkipDrive Inc. \(11 Pages\)](#)

OSD AGREEMENT #21-113

HOPSKIPDRIVE, INC.

TRANSPORTATION COORDINATION LICENSE AND SERVICES AGREEMENT

THIS TRANSPORTATION COORDINATION LICENSE AND SERVICES AGREEMENT (the “*Agreement*”) is entered into as of September 2, 2021 (the “*Effective Date*”) by and between HOPSKIPDRIVE, INC., a Delaware corporation (the “*Contractor*”), and OXNARD SCHOOL DISTRICT (the “*Organization*”).

1. **Relationship.** During the term of this Agreement, Contractor will provide transportation coordination services (the “*Services*”) to the Organization as described on Exhibit A attached to this Agreement by arranging transportation by HopSkipDrive drivers (“*Drivers*”) for certain riders who attend the Organization. The Organization will use an application, available on a Software-as-a-Service basis, in order to utilize the Services.

2. **Compensation.** As consideration for the Services to be provided by Contractor and other obligations, the Organization shall pay to Contractor the amounts specified in Exhibit B attached to this Agreement at the times specified therein. Amounts required to be paid to Contractor under this Agreement may not include applicable taxes and other surcharges, including applicable charges imposed by a governmental entity. Such taxes and other surcharges, if applicable, will be the responsibility of Organization (except that Organization will not be responsible for any taxes on Contractor's income).

3. **Term and Termination.** The term of this Agreement shall be from the Effective Date until June 30, 2022. Either party may terminate this Agreement at any time upon thirty (30) days prior written notice, provided that such notice period may be shortened with the mutual written consent of the parties. In the event of such termination, Contractor shall be paid the “*Fee*” (as defined below) for any portion of the Services that have been performed prior to the termination.

4. **Independent Contractor.** Contractor’s relationship with the Organization will be that of an independent contractor.

(a) **Method of Provision of Services.** Contractor shall be solely responsible for determining the method, details and means of performing the Services.

(b) **No Benefits.** Contractor acknowledges and agrees that Contractor and its employees, subcontractors or affiliates will not be eligible for any Organization employee benefits and, to the extent Contractors or its employees, subcontractors or affiliates otherwise would be eligible for any Organization employee benefits but for the express terms of this Agreement, Contractor (on behalf of itself and its employees, subcontractors and affiliates) hereby expressly declines to participate in such Organization employee benefits.

(c) **Withholding.** Contractor shall have full responsibility for applicable withholding taxes for all compensation paid to Contractor, its partners, agents or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Contractor’s

1.

business organization and Contractor's partners, agents and employees, including state worker's compensation insurance coverage requirements and any US immigration visa requirements.

5. **Supervision of Contractor Services.** All of the Services to be performed by Contractor will be as agreed to between Contractor and the Organization in writing.

6. **Relationship between the Organization and its Families.**

(a) Contractor shall contact the adult parents and legal guardians of the Organization's riders (each, a "***Family***" and collectively, the "***Families***") regarding any issues that may arise in connection with the Services. In the event of a serious incident in connection with the Services, including without limitation an accident, Contractor shall contact each of the following individuals immediately, in the following order: (i) **Tony Brisco (805) 385-1501 x2555**, and (ii) Martha Gutierrez (805) 385-1501 x2557 immediately prior to contacting the Families.

(b) Organization acknowledges that Contractor's Terms of Use specifically indicates that minors are not permitted to use HopSkipDrive accounts. Organization shall communicate to Families and their riders that minors are not permitted to use the HopSkipDrive app or contact Contractor's Customer Support team to request changes to their rides.

(c) Organization acknowledges and agrees that Contractor may, at Contractor's sole discretion, assess damage fees to Organization for damage to a Driver's vehicle caused by a rider, and Organization agrees to pay such damage fees in accordance with the terms set forth in Exhibit B. Damages include any actual physical damage or professional cleaning required as a result of a rider's actions. The damage fee imposed by Contractor will be based on Contractor's reasonable assessment of the damage.

7. **Authority of Organization to Arrange Transportation.** Organization represents and warrants that it is legally authorized to arrange transportation using Contractor on behalf of the parents and guardians of Organization's riders.

8. **License.** Subject to all limitations and restrictions contained herein, Contractor grants Organization a limited, nonexclusive and nontransferable right to access and operate the object code form of the software made available to Organization on a Software-as-a-Service basis (the "Application"), solely to utilize the Services. In no event will Organization disassemble, decompile, or reverse engineer the Application or permit others to do so. By signing this Agreement, Organization irrevocably acknowledges that, subject to the licenses granted herein, Organization has no ownership interest in the Software or related materials provided to Organization. Contractor will own all right, title, and interest in such Software and related materials, subject to any limitations associated with intellectual property rights of third parties. Contractor reserves all rights not specifically granted herein.

9. **Marketing.** Subject to applicable laws regarding privacy of rider information, Organization grants Contractor the right to publish true and verifiable results of the Services for purposes of marketing material, case studies, responses to requests for proposals, or other promotional and informational material developed by Contractor. "True and verifiable results" include but are not limited to cost savings realized by Organization, the number of riders transported, and the number of rides conducted. True and verifiable

results do not include personal information about riders or families. Organization consents to Contractor's use of Organization's name, logo and/or trademark for any marketing materials that Contractor may disseminate to the public in promotion of Contractor's Services, provided that such use of the Organization's name, logo and/or trademark is solely for purposes of identifying Organization as a user of Contractor's Services.

10. **Liability; Indemnity; Insurance.**

(a) EACH PARTY'S ENTIRE LIABILITY FOR ALL CLAIMS RELATED TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF ANY ACTUAL DIRECT DAMAGES INCURRED UP TO THE AMOUNTS PAID FOR THE SERVICE FOR THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM HAS ARISEN, REGARDLESS OF THE BASIS OF THE CLAIM. NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE BASIS OF THE CLAIM AND IRRESPECTIVE OF WHETHER SUCH PARTY SHALL HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY THEREOF.

(b) Contractor shall indemnify, defend and hold the Organization harmless from any third party demands, claims or losses, including but not limited to reasonable attorney's fees ("Losses"), to the extent caused by a material breach by Contractor of any of its obligations under this Agreement. Contractor will have no obligation to indemnify, defend and hold harmless to the extent that Losses have been caused by the Organization. Organization shall indemnify, defend and hold Contractor harmless from any third party Losses, to the extent caused by a material breach by Organization of any of its obligations under this Agreement. Organization will have no obligation to indemnify, defend and hold harmless to the extent that Losses have been caused by Contractor. This provision shall survive the termination or expiration of this Agreement.

11. **Conflicts with this Agreement.** Except as set forth in Section 6(b), above, Contractor represents and warrants that neither Contractor nor any of Contractor's partners, employees or agents is under any pre-existing obligation in conflict or in any way inconsistent with the provisions of this Agreement. Organization represents and warrants that neither Organization nor any of Organization's partners, employees or agents is under any pre-existing obligation in conflict or in any way inconsistent with the provisions of this Agreement.

12. **Miscellaneous.**

(a) **Amendments and Waivers.** Any term of this Agreement may be amended or waived only with the written consent of the parties.

(b) **Sole Agreement.** This Agreement, including the Exhibits hereto, constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

(c) **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service or confirmed facsimile, 48 hours after being deposited in the regular mail as certified or registered mail

(airmail if sent internationally) with postage prepaid, if such notice is addressed to the party to be notified at such party's address as set forth below, or as subsequently modified by written notice.

To Contractor:

HopSkipDrive, Inc.
1320 E. 7th Street, Suite 200
Los Angeles, CA 90021
Attn: Legal Department
Email: legal@hopskipdrive.com

To Organization:

Oxnard School District
1051 S A St.
Oxnard, CA 93030
Attn: Ruth F. Quinto, CPA Asst. Superintendent, Business & Fiscal Services
Email: rquinto@oxnardsd.org

(d) **Choice of Law.** The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the **State of California**, without giving effect to the principles of conflict of laws.

(e) **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

(f) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

(g) **Force Majeure.** Neither the Organization nor Contractor is responsible for any failure to perform its obligations hereunder if it is prevented or delayed in performing those obligations by an event of force majeure, which events shall include without limitation natural disasters, riots, wars, illness of a Driver, a Driver's mechanical problems, or any other similar cause.

(h) **Arbitration.** Any dispute or claim arising out of or in connection with any provision of this Agreement will be finally settled by binding arbitration in **Los Angeles, California**, in accordance with the rules of the American Arbitration Association by one arbitrator appointed in accordance with said rules. The arbitrator shall apply **California** law, without reference to rules of conflicts of law or rules of statutory arbitration, to the resolution of any dispute. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, the parties may apply to any court of competent jurisdiction for preliminary or interim equitable relief, or to compel arbitration in accordance with this paragraph, without breach of this arbitration provision.

(i) **Publicity.** Contractor shall have the right to publicize that it is a transportation services provider for the Organization.

(j) **Advice of Counsel.** EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

[SIGNATURE PAGE FOLLOWS]

The parties have executed this Agreement on the respective dates set forth below.

HOPSKIPDRIVE, INC.

DocuSigned by:
Joanna McFarland
By: 285B0EC513A6432
Joanna McFarland, CEO

Address: 1320 E. 7th Street,
Suite 200
Los Angeles, CA 90021

Date: 9/2/2021

OXNARD SCHOOL DISTRICT

By: *Ruth F. Quinto*
Ruth F. Quinto, CPA
Asst. Supt. Business & Fiscal Services

Address: 1051 S A Street
Oxnard, CA 93030

Date: 09/02/2021

EXHIBIT A

DESCRIPTION OF SERVICES

Organization may create an account on Contractor's platform and request rides for Organization's students through such accounts. Contractor shall arrange requested rides with Drivers on an ongoing and as-needed basis. Rides will be completed based on pricing outlined in Exhibit B of this agreement.

Cancellation Policy: Rides cancelled more than eight (8) hours of the pickup time shall result in no charge to Organization. Rides cancelled between one (1) and eight (8) hours of the pickup time shall result in a charge equal to fifty percent (50%) of the estimated ride charge; rides cancelled within one (1) hour of the pickup time shall result in a charge equal to one hundred percent (100%) of the estimated ride charge. This charge is applicable to rides in which the rider is a 'no show' as well as rides cancelled by the ride organizer within the one (1) hour time period. **To ensure that Contractor is notified in the case of any Organization closures or delays, Organization is asked to add Contractor to its emergency contact lists using the following number: (213) 699-3380**

Organization is encouraged to ensure that riders are at the appropriate pick-up location at the time of pick-up for purposes of rider safety and efficiency in pick-up procedures. When a Driver cannot readily locate a rider, the Driver shall wait up to ten (10) minutes after the scheduled arrival time, provided that such wait is permitted by Organization's pick-up procedures. During that time, the Driver will attempt to contact the Ride Arranger and the rider. If pick-up delays become a consistent challenge, Organization will work with Contractor to update pick-up times. If no remedy can be made through updating pick-up times, In all cases, if, after 15 minutes the Driver has not located the Rider, the Driver shall depart and Organization will be charged 100% of the estimated ride charge.

EXHIBIT B

FEE

For Services rendered by Contractor under this Agreement, Organization shall pay Contractor the following fees (collectively, the “*Fee*”) in addition to any damage fees imposed at the sole discretion of Contractor pursuant to Section 6(c) of the Agreement:

- Twenty Six Dollar (\$26) Base Fee + Two Dollars and Fifty Cents (\$2.50) Dollars per Mile + Ten Cents (\$.10) per Ride California Access for All Fee

Contractor shall provide Organization with an invoice via email to Ruth F. Quinto at rquinto@oxnardsd.org in a format consistent with the following Sample Invoice and Sample Supporting Documentation, within thirty (30) days of the end of each month during which Services were provided. Organization shall pay Contractor within thirty (30) days of Organization’s receipt of such invoice. Any invoice that is not paid within the time set forth herein shall be subject to late fees at the rate of 1.5% per month or the maximum rate permitted by law, whichever is less, and such late fee shall be added to and payable on the overdue amount. Organization shall pay all collection costs, including without limitation reasonable attorney fees actually incurred by Contractor. In addition to any other right or remedy provided by law, Organization’s failure to provide timely payment may be deemed a material breach of this Agreement and Contractor shall be entitled to terminate this Agreement, cease the Services, and seek any and all available legal remedies, notwithstanding the provision of late fees hereunder and without waiving any of its other rights and remedies for such breach. Contractor’s failure to declare any late payment a breach shall not constitute a waiver of Contractor’s rights hereunder to declare any subsequent late payment a breach.

Sample Invoice

HopSkipDrive, Inc.
1933 S. Broadway, Ste. 1144
Los Angeles, CA 90007 US
accounting@hopskipdrive.com
hopskipdrive.com



HopSkipDrive

Invoice

BILL TO
ABC School District
123 Fake St.
Los Angeles, CA 90007

INVOICE # 1957
DATE 04/01/2019
DUE DATE 05/01/2019
TERMS Net 30

ACTIVITY	QTY	RATE	AMOUNT
4031.2 B2B Base plus miles Completed Trips Base plus miles Completed Trips	4	31.0925	124.37
4032.2 B2B Base plus miles Cancelled Trips Base plus miles Cancelled Trips	2	12.83	25.66

To pay your invoice by credit card or free bank transfer click "Review and Pay" on the invoice then click "Pay Now".

BALANCE DUE

\$150.03

You can also pay via Bill.com at <https://app.bill.com/Login>.
(Payment Network ID 0160726151291838)

Sample Invoice Supporting Documentation

Organizer Invoice 1957 Account #12345

April 1, 2019 to April 30, 2019

ABC School District

123 Fake St., Los Angeles, CA, 90007 USA

Invoice Total: \$150.03

Scheduled Start	Trip ID	Trip Status	Origin Address	Destination Address	Passengers or Canceled Passengers	Fed. Miles	Total Due
4/29/2019 12:15:00 PM	144915E	cancelled	123 Fake St. Los Angeles, CA 90007 USA	456 ABC St Sherman Oaks, CA 91411 USA	Passenger: Four	9.23	\$12.52
4/29/2019 10:30:00 AM	144915A	complete	789 Test St. Sherman Oaks, CA 91403 USA	123 Fake St. Los Angeles, CA 90007 USA	Passenger: One Passenger: Three	7.41	\$14.74
4/10/2019 2:15:00 PM	144915J	complete	789 Test St. Sherman Oaks, CA 91403 USA	456 ABC St Sherman Oaks, CA 91403 USA	Passenger: One Passenger: Two	7.70	\$33.05
4/10/2019 10:15:00 AM	144915G	complete	456 ABC St. Sherman Oaks, CA 91403 USA	123 Fake St. Los Angeles, CA 90007 USA	Passenger: Four Passenger: Three	7.31	\$52.76
4/4/2019 12:30:00 PM	143711B	complete	123 Fake St. Los Angeles, CA 90007 USA	456 ABC St Sherman Oaks, CA 91403 USA	Passenger: Two Passenger: Four	9.23	\$25.55
4/4/2019 9:15:00 AM	143715E	complete	789 Test St. Sherman Oaks, CA 91403 USA	123 Fake St. Los Angeles, CA 90007 USA	Passenger: Three Passenger: One	7.31	\$32.98
Grand Total						48.59	\$150.03

EXHIBIT C

MINIMUM INSURANCE COVERAGE

Contractor Minimum Insurance:

Automobile Liability: \$1,000,000 single limit/\$1,000,000 UM/UIM

General Liability: \$1,000,000 per occurrence/\$2,000,000 aggregate

Sexual Misconduct: \$1,000,000 limit/\$2,000,000 aggregate

Employer's Liability: \$2,000,000

OSD BOARD AGENDA ITEM

Name of Contributor: Ruth F. Quinto, CPA

Date of Meeting: September 22, 2021

Agenda Section: Section C: Support Services Agreement

Ratification of Amendment #1 to Agreement #21-38 – ALC Schools, LLC (Aguilera-Fort/Quinto/Briscoe)

At the Board meeting of June 23, 2021, the Board of Trustees approved Agreement #21-38 with ALC Schools, LLC, in the amount of \$150,000.00, to supplement the districts' transportation programs using sedans, mini-vans, and SUV's to assist in transporting McKinney-Vento, special-needs, out of district students, and hard-to-serve trips to and from school, and upon request from the District.

Amendment #1 is for a rate increase submitted by ALC Schools, LLC due to the current driver shortages in the Southern California area. The original amount of the Agreement remains unchanged.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Superintendent, the Assistant Superintendent, Business & Fiscal Services, and the Director of Transportation, that the Board of Trustees ratify Amendment #1 to Agreement #21-38 with ALC Schools, LLC.

ADDITIONAL MATERIALS:

Attached: [Amendment #1 \(2 Pages\)](#)

[Agreement #21-38, ALC Schools, LLC \(13 Pages\)](#)

PRICING AMENDMENT

THIS AMENDMENT TO THE TRANSPORTATION AGREEMENT ("AMENDMENT") is effective as of September 20, 2021, by and between ALC Schools, LLC. ("Contractor"), and Oxnard School District (the "District"), with respect to the following facts:

RECITALS:

- A. The Contractor and the District entered into a Transportation Agreement ("the Agreement"). Words and phrases as used in this Amendment shall have the same meaning as set forth in the Agreement except as otherwise defined herein. While not attached hereto, the provisions of the Agreement are incorporated herein by this reference.
- B. The District and the Contractor now desire to amend the Agreement on the terms and conditions set forth below.

NOW, THEREFORE, the parties agree to the following amendment(s) to the Contract:

- 1. Revised fee schedule shall be incorporated per Attachment 1, Fees for Service.
- 2. Fees shall be subject to a three (3) percent annual increase.

Except as set forth in this Amendment, the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

(DISTRICT)

Signed: _____

Date: _____

Name: Lisa A. Franz

Title: Director, Purchasing

(CONTRACTOR)

Signed: _____

Date: _____

Name: Megan Carey

Title: Chief Development Officer

Attachment 1 – Fees for Service

Trip Items	Fees
Trip Fee (includes the first 6 miles)	\$85.00
Per Mile Fee (after the first 6 miles)	\$2.50
Additional Fees (as needed/requested):	
Wheelchair Fee (per student)	\$30.00
Car Seat/Safety Vest Fee (per student)	\$5.00
Wait Time Fee (per hour, billed in 15 min. increments)	\$60.00
Monitor Fee (per hour, 2-hour minimum)	\$25.00
No Show or Late Cancel	Full Price of Trip

OSD AGREEMENT #21-38

AGREEMENT FOR THE PROVISION OF ALTERNATIVE TRANSPORTATION SOLUTIONS

THIS AGREEMENT ("Agreement") is entered into as of June 23, 2021 between ALC Schools, LLC. ("Contractor") and Oxnard School District (the "District"), with the following facts:

- A. Certain student(s) of the District require transportation to and from school and/or other transportation services as requested by the District.
- B. Contractor will coordinate such transportation services. The District will reimburse Contractor for the provision of these services in accordance with the terms and provisions of this Agreement.

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

1. Contractor Services

District may request, from time to time, that Contractor coordinate transportation services, which Contractor may agree to coordinate. To the extent accepted by Contractor, Contractor agrees to coordinate such transportation services and District agrees to pay Contractor in accordance with the provisions of this Agreement. Contractor's coordination of such transportation services pursuant to this Agreement are sometimes referred to herein as the "Services."

In operating under this Agreement, the District will purchase services from the Contractor through the Contractor's agreement with **OMNIA Partners (formerly National IPA), Contract No. R190401**, the provisions of which, while not attached hereto, are nonetheless incorporated herein by this reference, and in accordance with the pricing set forth in Attachment 1 of this Agreement, which is attached hereto and incorporated herein by this reference.

2. Term

The initial term of this Agreement shall commence on July 1, 2021 and end on June 30, 2022. Either party can terminate with or without cause at any time with 30 days prior written notice.

3. Fees for Service

Contractor shall be paid the agreed sum based on fees outlined on Attachment 1, which is attached hereto and incorporated herein by this reference. Contractor shall invoice the District for the provision of the Services on a monthly basis and shall be paid therefore within thirty (30) days after the District's receipt of Contractor's invoice for the provision of the Services for the relevant month. Any payment not received by Contractor within said thirty (30) day period shall accrue interest at the lesser of (a) the rate of one and one-half percent per month or (b) the maximum rate allowed by law, commencing with the date of the invoice until payment is actually received by Contractor.

4. Vehicles

As part of its Services and for the compensation set forth in this Agreement, Contractor agrees to coordinate the supply of such vehicles (the “Vehicles”) as may be necessary to lawfully address the transportation requirements of the District. The District requires that all such Vehicles shall fully comply with all applicable laws and regulations. Contractor shall be solely responsible for the management and logistical support necessary to coordinate all Vehicles used in transporting students.

5. Contractor Personnel and Subcontracted Service Providers

As part of its Services and for the compensation set forth in this Agreement, Contractor shall provide qualified and properly licensed personnel as required by laws and regulations and as deemed appropriate by Contractor to coordinate the Services. While Contractor may subcontract with service providers who will supply drivers (“subcontracted drivers”) to provide student transportation services for the District, Contractor shall at all times remain responsible for the coordination of the Services under this Agreement. Contractor expressly represents and warrants to the District that it will only utilize subcontracted drivers that have obtained the necessary training and are properly licensed to perform the Services.

6. Contractor Insurance

Contractor shall obtain and maintain in full force and effect during the term of this Agreement, and at no cost to District, general liability and automobile (common carrier) insurance issued by insurance companies authorized to do business in the state with minimum limits of One Million Dollars (\$1,000,000), Combined Single Limit. The District shall be named as an additional insured of the policy or policies and shall be furnished with a certificate of insurance (COI). The District shall be notified at least thirty (30) days prior to cancellation of any such policy or policies (except 10 days for non-payment of premium).

7. Background Checks

Because Contractor will be providing transportation services for school children, it is a requirement of Contractor’s insurance that Contractor require and Contractor shall require each Contractor personnel or subcontracted driver in a position requiring contact with students to undergo a background check verifying no prior convictions for or pleas of nolo contendere to a felony or misdemeanor offense involving moral turpitude, including any sexual offense involving a child.

8. Health and Safety (Tuberculosis Testing)

To the extent required under applicable law, rule or regulation applicable to the provision of Services and to the transportation services being provided by subcontracted drivers, Contractor shall require each Contractor personnel or subcontracted driver who may come in contact with student(s) to provide verification of having been tested for tuberculosis (TB) and cleared to work with students, as evidenced by a state licensed medical doctor’s signature. As a service to District, Contractor will maintain a copy of said verifications.

9. Drug and Alcohol Testing

Contractor only contracts with transportation service providers who enroll their drivers in a drug and alcohol testing consortium that provide for pre-employment testing, as well as random, reasonable suspicion and post-accident drug and alcohol testing. Each consortium reports to Contractor when a driver tests positive for a prohibited substance as well as when a driver is enrolled and removed from the consortium pool.

10. Assignment of Contractor's Rights

Except as it relates to the entering into subcontracts as referred to in Section 5 of this Agreement, Contractor shall have no right to assign its rights or obligations under this Agreement; provided, however, Contractor shall have the right to assign this Agreement as part of a transaction wherein it transfers substantially all of its assets.

11. Indemnity of the District

Contractor hereby agrees to indemnify and hold the District, its Board Members, employees, agents, officers and assigns, free and harmless from and against all claims, causes of action, liabilities, damages, expenses and costs (including, but not limited to, attorney fees and court costs) arising out of (a) any injury to any person or property sustained by the District and/or Contractor and/or any student(s), in connection with the negligent provision of the Services that are to be provided by its subcontracted service provider or the subcontracted drivers pursuant to this Agreement, and (b) any injury to any person or property sustained by any person or entity which is caused or alleged to be caused by any act, neglect, fault or omission on the part of Contractor or its agents, affiliates and subcontracted service providers or subcontracted drivers in connection with the provision of the Services, whether or not said injury or damage occurs on or off District property.

12. Independent Contractor

In providing the management and logistical support necessary to coordinate the Services, Contractor shall be and act as an independent contractor in all respects and shall not, for any purpose hereunder, be or act as an employee or agent of the District. Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between either of the parties to this Agreement with each other. Contractor understands and agrees that as an independent contractor, it will not be eligible to participate in any benefits or privileges given or extended by the District to its employees. Contractor shall be solely responsible for the payment when due to appropriate taxing authorities of all federal and state income taxes and related obligations of any nature whatsoever on any consideration paid pursuant to this Agreement, as well as any interest, penalties or other sums due thereon and shall indemnify, and hold the District, its Board Members, Officers, employees and agents free and harmless therefrom.

13. Non-Solicitation

District agrees during the term of this Agreement and for a period of twelve (12) months following the termination of this Agreement, District will not, directly or indirectly, or by acting in concert with others, employ, attempt to employ, or solicit for employment, any employee,

subcontracted service provider, subcontracted drivers or other person who has performed services for Contractor at any time during the term of this Agreement.

14. Notices

All notices or other communication required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by registered or certified mail, postage prepaid, return receipt requested, or by facsimile or email transmission followed by delivery of a “hard” copy, and shall be deemed received upon the date of receipt thereof.

To District: Oxnard School District
Attn: Tony Briscoe
1051 South A St., Oxnard CA 93030
Phone: 805-385-1519
Email: abriscoe@oxnardsd.org

To Contractor: Gregg Prettyman, Chief Operating Officer
ALC Schools, LLC.
1211 Puerta Del Sol, Suite 200
San Clemente, CA 92673
P: 866.999.3371 x777; Fax: 844.245.0299
Email: alc@alcschools.com

Notice of change of address shall be given by written notice in the manner detailed in this paragraph 14.

15. Entire Agreement

This Agreement, and Attachments 1-6 which are incorporated herein by this reference, and if applicable the attached proposal, constitutes the entire Agreement between the parties with respect to the provision of the Service and may not be amended except by a writing signed by each of the parties.

16. Waivers

The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of this Agreement.

17. Attorney Fees

In the event that either party brings an action against the other to enforce any condition or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorney fees in the judgment rendered in such action.

18. Severability

In the event any of the provisions, or portions, or portions thereof, of this Agreement is held to be unenforceable or invalid, by any court of competent jurisdiction, the validity and enforceability of the remaining provision or portion of it shall not be affected.

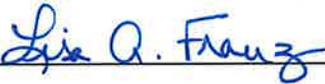
19. Further Acts

Each party shall perform any further acts and sign and deliver any further documents that are reasonably necessary to carry out the provisions of this Agreement.

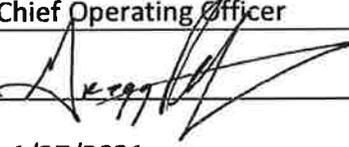
20. Counterparts

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail, in either case with delivery confirmed. On such confirmed delivery, facsimile or PDF signatures shall be deemed to have the same force and effect as if the manually signed counterpart had been delivered to the other party in person.

DISTRICT

By: Lisa A. Franz
Title: Director, Purchasing
Signed: 
Date: 6-28-2021

CONTRACTOR

By: Gregg Prettyman
Title: Chief Operating Officer
Signed: 
Date: 1/27/2021

ATTACHMENT 1 - Fees for service

The Contractor will charge the District a **\$65 per trip fee**, which includes the first twelve (12) miles and up to five (5) students. Vehicle capacity is determined by student requirements and vehicle availability. An additional **\$2.50 per mile** will be charged for any trip longer than 12 miles.

The pricing matrix below outlines all associated fees:

Trip Items	Fees
Trip Fee (includes first 12 miles)	\$65.00
Per Mile Fee (after the first 12 miles)	\$2.50
Additional Fees (as needed/requested):	
Wheelchair Fee (per student)	\$25.00
Car Seat/Safety Vest Fee (per student)	\$5.00
Wait Time Fee (per hour, billed in 15 min. increments)	\$60.00
Monitor Fee (per hour, 2-hour minimum)	\$25.00
No Show or Late Cancel	Full Price of Trip

Definitions:

Trip: A trip is defined as a one-way transportation event with a student or monitor continually on board. Examples include:

- Home to School:
 - Student 1: Pick-up, Student 2: Pick-Up
 - Both Student 1 & 2 dropped off at School A
 - Student 1: Pick-up, Student 2: Pick-up
 - Student 1 dropped off at School A
 - Student 2 dropped off at School B
- School to Home:
 - Student 1: Pick-up, Student 2: Pick-Up
 - Both Student 1 & 2 dropped off at Home A
 - Student 1: Pick-up, Student 2: Pick-up
 - Student 1 dropped off at Home A
 - Student 2 dropped off at Home B

The total number of trips a District is charged for is arrived at by adding together each one-way trip. The District will only be charged for miles incurred while a student or Monitor is onboard the vehicle. When no student or Monitor is onboard the vehicle, no mileage charges will be incurred.

Additional Fees: Additional fees are only incurred per the request of the District to provide additional services. They can include, but are not limited to:

- **Wheelchair Fee:** A per student/per trip fee for students requiring a wheelchair vehicle
- **Car Seat/Safety Vest Fee:** A per student/per trip fee for students requiring a car seat/safety vest
- **Wait Time Fee:** Only incurred when authorized by the District to wait for a student. Billed on an hourly basis in 15 minute increments.
- **Monitor Fee:** Only incurred when the District requests that the Contractor provide a student Monitor for the trip. School Districts usually provide the student's Monitor. When the District provides the Monitor, they are not charged a "Monitor Fee." The mileage incurred while a Monitor (whether provided by the Contractor or the District) is onboard the vehicle without a student (transporting the Monitor to and from their pick-up location) is considered part of the overall route mileage and will be billed accordingly.

1. Mileage Charges

Mileage charges are based on driving distance calculations from a third party provider (e.g. Google, MapQuest, Bing, ESRI). The calculations are based on fastest route, and the total is rounded up to the next whole mile. Contractor shall be responsible for plotting the routes collectively, and individually using Contractor's proprietary School Dispatch Software.

Under no circumstances will the District be required to pay for mileage to a pick up or destination other than those authorized by the District.

2. Fuel Surcharges

When the average gasoline price exceeds \$5.00 per gallon, the mileage rate will be increased by calculating 30% of the price of gasoline that exceeds \$5.00 and adding it to the base mileage rate. Thus, if the price of gasoline, according to the gasoline price index, is \$5.20, the increase would be 30% of 20 cents, or 6 cents. The gasoline price index to be used shall be found under the category of "[Your Specific State or Region] U.S. Regular Gasoline Prices* (dollars per gallon)" on the following website:

http://www.eia.doe.gov/oil_gas/petroleum/data_publications/wrgp/mogas_home_page.html

3. Invoicing

The invoice shall contain this level of detail and additionally will separate the charges by route showing number of days and total cost. A No Show Report will also be provided with the invoice showing the students who were not transported each day of the billing period. In the event of a No Show, the trip will be billed at the normal rate. The Contractor requires 24 hour notice to remove a student from the route.

4. When Routes Change or Students are Added or Removed

When it becomes necessary to change a route for any reason, including adding or removing students, Contractor shall plot the revised or new route using Contractor's School Dispatch Software as described above in the most efficient manner based on the information known to Contractor at that time.

Routes will be optimized from time to time as deemed necessary by Contractor or requested by the District. Routes will not be optimized more than once in a month.

If the District adds a Student to be transported, that Student may be individually transported until routes are optimized.

ATTACHMENT 2 – The District agrees that the following policies shall be followed related to Student No-Shows and Late Canceled trips for trips serviced by the Contractor

No-Shows & Late Cancels

A No-Show occurs when no previous notice is provided to the Contractor by the District/guardian that a student will not be transported and a driver attempts to pick-up a student but the student is not there or is not ready. A Late Cancel occurs when less than 2-hour notice is provided to the Contractor by the District/guardian that a student will not need transportation.

Trips where a No-Show or Late Cancel occurs are billed at full trip charge.

Possible District Protocols for No-Shows:

If the driver attempts to pick-up a student on a scheduled trip in the AM but the student is not there or not ready, then the following scenarios could apply (as determined by the District):

1. Single Rider Trips

- a. If an AM single rider No-Show occurs, the District will be billed for the AM trip and the afternoon trip will remain scheduled unless the Contractor is notified by the parent or the District to cancel the trip.
 - i. The District may set up a protocol to automatically cancel afternoon trips in the event of an AM Single Rider No-Show
- b. If the afternoon trip is cancelled within 2 hours of the scheduled pick up time, the District will not be billed for the afternoon trip.

2. Multiple Rider Trips

- a. The afternoon trip always remains scheduled.

No-Show Reports

Each morning an email is sent from the Contractor's School Dispatch team to the District. This email is sent by 11 AM and alerts the District of the following circumstances:

- Which students were no-shows that morning
- How many consecutive days/trips they have been a no-show

The daily No-Show Report provides the District time to inform the Contractor's School Dispatch if one of the students on the No-Show Report is attending school that day and will still need a ride home in the PM.

The District is responsible for alerting the Contractor of any change requests based on the data provided in the No-Show Report, such as removing a student from a route due to multiple no-shows.

Student Removal / Student Cancellation:

Permanent Removal of Student from Route:

Permanent removal of a student from a route requires District notification/approval

- The District sends an email stating that a student needs to be removed from a route until further notice.

Impact:

Once the student is removed from the route, the student's spot is now gone and may be replaced with a different student, if available, to consolidate routes. If the student was the only one on that route, the route will be removed entirely and the driver then becomes available to service other routes.

Billing:

Will only be affected if:

- Trip is above the minimum and there is a reduction in the mileage as a result of removing the student.
- The student was the only one on the route, therefore the route is cancelled.

Cancellations/Temporary Removal:

Cancellation of a student from a route requires District notification/approval.

- A student is sick one day or will be going on vacation for a few days.

Impact:

Because this is a temporary change, the student is not replaced on the route and their space on the route is reserved for their return.

Billing:

If the student is a single rider and the student is cancelled or temporarily removed, no charges will be assessed. When cancelling or temporarily removing the pick-up/drop-off for a student who is part of a multiple rider trip, the District will be charged the normal trip rate.

ATTACHMENT 3 – Multi-District Billing: An Explanation

Should The District choose to share trips with a neighboring school district that is also under contract with ALC, the shared trip will be prorated and billed according to the following explanation

Proration of Trip Fees – ALC’s Three Step Process

1. Stand Alone District Trips:

Each Districts’ students are routed as stand-alone trips, District specific pricing is applied.

a. Example:

- i. District A has two students who routed together cost the District \$65 (Trip 1)
- ii. District B has a single student whose trip would cost the District \$80 (Trip 2)

2. Multi-District Trips

All of the students from the participating Districts, as identified above, are combined into the most cost effective trips, yielding new “Multi-District trips” and subsequent trip costs.

a. Example (cont.):

- i. When all three students are routed together, the total trip cost is \$95

3. Proration of Costs for Multi-District Trips

The total cost of the multi-District trips is then allocated to each District based upon the percentage of the Districts stand-alone trip costs (found in step 1) as compared to the multi-District trip costs (found in step 2).

Example (cont.):

o **Blended Cost of Multi-District Trip = \$95**

- Stand Alone Cost of Trip for District A = \$65
- Stand Alone Cost of Trip for District B = \$80

i. District A’s Percent Responsibility = Trip A/(Trip A + Trip B)

1. $\$65 / (\$65 + \$80)$

a. $\$65 / \$145 = 44.83\%$

2. $44.83\% \times \$95 = \42.59

3. **District A’s Prorated Cost = \$42.59**

a. District A’s Savings = \$22.41

ii. District B’s Percent Responsibility = Trip B/(Trip A + Trip B)

1. $\$80 / (\$65 + \$80)$

a. $\$80 / \$145 = 55.17\%$

2. $55.17\% \times \$95 = \52.41

3. **District B’s Cost = \$52.41**

a. District B Savings = \$27.59

4. No Shows and Cancellations:

For the purpose of all Multi-District Trips, No Shows and Cancellations are applied to each District invoice as if the student had boarded the vehicle on schedule even if District notifies ALC with advanced notice of cancellation.

5. Invoicing

The invoice shall separate the charges by route showing number of days and total cost. A No Show Report will also be provided with the invoice showing the students who were not transported each day of the billing period. In the event of a No Show, the trip will be billed at the normal rate. 24-hour notice is required to permanently remove a student from a route.

6. When Routes Change or Students are Added or Removed

When it becomes necessary to change a route for any reason, including adding or removing students, Contractor shall plot the revised or new route using Contractor's School Dispatch Software as described above in the most efficient manner based on the information known to Contractor at that time.

Routes will be optimized from time to time as deemed necessary by Contractor or requested by the District. Routes will not be optimized more than once in a month. If the District adds a Student to be transported, that Student may be individually transported until routes are optimized.

District Name: Oxnard School District

To whom should contract notices be sent?

Name & Title: Tony Briscoe, Director of Transportation

Address: 516 W. Wooley Road

City: Oxnard State: CA Zip: 93030

Email: abriscoe@oxnardsd.org Fax: 805-486-2494

Who should our accounting personnel contact regarding accounts payable matters?

Name & Title: Patty Nunez

Email: phurtado@oxnardsd.org

Phone: 805-385-1501 x2453 Fax: 805-385-1528

Who should our dispatchers contact regarding routine transportation matters?

Name & Title: Tony Briscoe, Director, Transportation

Email: abriscoe@oxnardsd.org

Phone: 805-385-1519 Fax: 805-486-2494

Who should our dispatchers contact regarding emergencies, accidents or student behavior?

Name & Title: Tony Briscoe, Director, Transportation

Email: abriscoe@oxnardsd.org

Phone: 805-385-1519 Emergency Phone: 805-279-8225

Who should we email the No-Show Report to each morning?

Name & Title: Tony Briscoe, Director, Transportation

Email: abriscoe@oxnardsd.org

OSD BOARD AGENDA ITEM

Name of Contributor: Ruth F. Quinto, CPA

Date of Meeting: September 22, 2021

Agenda Section: Section D: Action Items

Approval of Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Construction LLC to provide Lease-Lease-Back Construction Services for the Rose Avenue Elementary School Reconstruction Project (Quinto/Miller/CFW)

The District's Master Construction Program adopted by the Board in January 2017, identified Rose Avenue Elementary School as needing extensive modernization to existing classrooms, the MPR/food services building, electrical and other utilities, playfields, vehicular areas, lunch shelters and play equipment, as well as the need for construction of a library/media center.

A Request for Qualifications and Proposals (RFQ/P) selection process for Lease Leaseback (LLB) preconstruction and construction services commenced in July 2017 and concluded in August 2017. The District received proposals from two qualified firms. Both firms were invited for interview. After careful consideration, Balfour Beatty Construction LLC was selected as the recommended firm to provide LLB preconstruction and construction services for the Project. The LLB Agreements were approved on November 7th, 2017.

This agenda item recommends Board approval of the negotiated GMP and approval of Amendment #001 to the Lease Agreement as executed in the attached Lease Lease-Back Agreements (Lease, Sublease, and Construction Services Agreement) with Balfour Beatty Construction LLC to complete the Work identified in IBI's architectural drawings for the Rose Avenue Elementary School Reconstruction Project.

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

The LLB delivery method requires three separate agreements, the Construction Services Agreement, the Site Lease, and a Sublease:

The Construction Services Agreement sets forth the terms, conditions, and scope of work indicated in the DSA approved construction and contract documents for the school site. (Construction Services

Agreement #17-158)

The Site Lease Agreement leases the Rose Avenue Elementary School (property) to Balfour Beatty Construction LLC and requires that they complete the facilities improvements as indicated in the Construction Services Agreement under the terms of the Lease. (Site Lease Agreement #17-159)

The Sublease Agreement subleases the property from Balfour Beatty Construction LLC back to the Oxnard School District for operational use and access to the facilities after completing construction. The Sublease requires the District to make lease payments to Balfour Beatty Construction that constitute the financing provided by the contractor under the LLB model. (Site Sublease Agreement #17-160)

FISCAL IMPACT:

The Lease-Leaseback Agreements provide for the construction of a new school facility at Rose Avenue Elementary School as reflected in the Architectural plans approved by DSA on July 10, 2019 as No. 03-119284, for the project known as the Rose Avenue Elementary School Reconstruction for a total Guaranteed Maximum Price (“GMP”) of:

Forty-One Million Six Hundred Seventy-Eight Thousand Three Hundred Ninety-Three Dollars and No Cents (\$41,678,393.00), to be paid out of Master Construct and Implementation Funds.

This amount includes a GMP Contingency of: One Million Six Hundred Ninety-Five Thousand Forty-Two Dollars and No Cents (\$1,695,042.00).

The GMP Contingency amount indicated above is included in the total GMP amount. The GMP Contingency is controlled by the District to accommodate scope gaps, unforeseen conditions and/or discrepancies in the plans and specifications (including the Architect’s errors and omissions) without requiring an amendment to the GMP.

The Agreements will be funded using the Master Construct & Implementation Funds. All expenditures related to the proposed agreements will be cost coded to Rose Avenue Elementary School Reconstruction under the object code 06270 – Main Construction Costs.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees approve the Guaranteed Maximum Price (GMP) according to Amendment #001 and Lease-Leaseback Agreements #17-158, #17-159 and #17-160, with Balfour Beatty Construction LLC to provide Construction Services related to the Rose Avenue Elementary School Reconstruction, under the Master Construct & Implementation Funds Program, utilizing the Lease-Leaseback method of delivery, pursuant to Section 17406 of the California Education Code.

ADDITIONAL MATERIALS:

Attached: [Amendment #001 \(21 Pages\)](#)

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

[Site Lease Agreement #17-159, Balfour Beatty Construction LLC \(9 Pages\)](#)

[Sublease Agreement #17-160, Balfour Beatty Construction LLC \(13 Pages\)](#)

AMENDMENT NO. 001 to CONSTRUCTION SERVICES AGREEMENT #17-158

The Lease Leaseback Agreement (“Agreement”) entered into on November 17th, 2017, by and between the Oxnard School District (“District”) and Balfour Beatty Construction, LLC, (“Contractor”), is hereby amended by the parties as set forth in this Amendment No. 001 to Construction Services Agreement #17-158 that is incorporated herein for all purposes.

RECITALS

WHEREAS, The District retained LLB Contractor to provide preconstruction and construction services for the Rose Avenue Elementary School Reconstruction (“Project”) for the District’s Master Construct and Implementation Program;

WHEREAS, the District operates Rose Avenue Elementary, located at 220 S. Driskill Street, Oxnard, California 93033 (hereinafter referred to as the “School Facility”); and

WHEREAS, the District desires to construct new facilities and improvements at the School Facility identified in the Site Lease; and

WHEREAS, the LLB Contractor has completed the preconstruction work for the Project and the construction documents were submitted to the Division of the State Architect (“DSA”) for their review;

WHEREAS, DSA has reviewed the Project plans and has stamp-approved the construction plans;

WHEREAS, the District has determined that upon DSA Stamped Approval to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 and as amended per AB 2316 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the Board of Trustees has taken certain actions to approve the construction of this School Facility;

WHEREAS, upon final consideration of a Guaranteed Maximum Price (GMP) which has been determined thru an open book and best value subcontractor bid process, based on those bids, the District requires amending the Lease Leaseback documents of Balfour Beatty Construction to construct thru the completion and occupancy of the new school;

WHEREAS, the Board recognizes that the timing of the various components of work that must all be approved by DSA before Acceptance of this GMP and allowing the Contractor to proceed with construction;

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

AMENDMENT

The Parties agree to revise the following language to SECTION 1 of the Agreement:

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

The Parties agree to add the following language to SECTION 5 of the Agreement:

The "GMP" for the Project shall be **Forty-one Million Six Hundred Seventy-Eight Thousand Three Hundred Ninety-Three Dollars and No Cents (\$41,678,393.00)**. The GMP consists of (1) a Contractor Contingency in the amount of **One Million Six Hundred Ninety-five Thousand Fourty-Two Dollars and No Cents (\$1,695,042.00)**, and, (2) Sublease Payments in the amount of **\$173,660** per month for **12** months for a total lease value of **Two Million Eighty Three Thousand Nine Hundred Twenty Dollars and No Cents (\$2,083,920.00)** pursuant to terms and payment schedule as amended and set forth in the Sublease.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto.

The Parties agree to add the following language to SECTION 5 of the Agreement:

SECTION 12. PERSONNEL ASSIGNMENT

A. Contractor shall assign **Leon Cavallo** as Project Manager/Superintendent for the Project. So long as **Leon Cavallo** remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.

APPROVED:

Balfour Beatty Construction, LLC:

Signature

Typed Name/Title

Date

OXNARD SCHOOL DISTRICT:

Signature

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

Date

AMENDMENT NO. 001 to CONSTRUCTION SERVICES AGREEMENT #17-158

EXHIBIT A

Scope of Work

DRAWINGS

Plan Sheets Prepared by IBI Architects, Architects Project No 109990, DSA No 03-119284, DSA Approval July 10, 2019

PROJECT DESCRIPTION

CONSTRUCTION OF A NEW SCHOOL ON THE EXISTING SCHOOL PLAY FIELD, MULTIPLE BUILDINGS FOR KINDERGARTEN, CLASSROOMS, MULTI-PURPOSE BUILDING, ADMINISTRATION, LEARNING RESOURCE CENTER, AND BOTH ON AND OFF-SITE IMPROVEMENTS.

The Project will be completed in two (2) Phases over a nineteen (19) month duration. **Phase 1**, (construction of new campus facilities), shall commence in November 2021 and be completed in February 2023. **Phase 2**, (demolition of the existing campus and completion of the new sports field and related equipment shall commence February 2023 and be completed in June 2023. A total duration of four hundred and sixty (460) Calendar Days. The total Guaranteed Maximum Price (GMP) for the Rose Ave E.S. Reconstruction Project shall be: **Forty-one Million Six Hundred Seventy-Eight Thousand Three Hundred Ninety-Three Dollars and No Cents (\$41,678,393.00)**.

Contract Documents Listed

1. Specifications

Division	Number	Description
01 - General Requirements	01 11 00	Summary of Work
01 - General Requirements	01 23 00	Alternates
01 - General Requirements	01 25 00	Substitution Procedures
		Substitution Request Form - For Use During Bidding
		Substitution Request Form - For Use During Construction
		Substitution Warranty Form
01 - General Requirements	01 26 00	Contract Modification Procedures
01 - General Requirements	01 29 00	Payment Procedures
01 - General Requirements	01 31 00	Project Management and Coordination
01 - General Requirements	01 31 24	Building Information Modeling (BIM) Coordination
01 - General Requirements	01 32 00	Construction Progress Documentation
01 - General Requirements	01 33 00	Submittal Procedures
01 - General Requirements	01 41 00	Regulatory Requirements

01 - General Requirements	01 42 00	Definitions and References
01 - General Requirements	01 43 00	Quality Assurance
01 - General Requirements	01 50 00	Temporary Facilities and Controls
01 - General Requirements	01 56 39	Temporary Tree and Plant Protection
01 - General Requirements	01 60 00	Product Requirements
01 - General Requirements	01 70 00	Field Engineering and Execution Requirements
01 - General Requirements	01 73 29	Cutting and Patching
01 - General Requirements	01 74 16	Storm Water Pollution Prevention Plan
01 - General Requirements	01 74 19	Construction Waste Management and Disposal
01 - General Requirements	01 77 00	Closeout Procedures
01 - General Requirements	01 78 23	Operation and Maintenance Data
01 - General Requirements	01 78 39	Project Record Documents
01 - General Requirements	01 79 00	Demonstration and Training
01 - General Requirements	01 81 19	Indoor Air-Quality Requirements
02 - Existing Conditions	02 41 13	Site Demolition
02 - Existing Conditions	02 41 16	Building Demolition
03 - Concrete	03 05 05	Concrete Sealer
03 - Concrete	03 30 00	Cast-In-Place Concrete
03 - Concrete	03 30 05	Underslab Vapor Barrier
03 - Concrete	03 52 00	Concrete Topping
04 - Masonry	04 22 00	Concrete Unit Masonry
05- Metals	05 12 00	Structural Steel Framing
05- Metals	05 12 13	Architecturally Exposed Structural Steel Framing
05- Metals	05 31 00	Steel Decking
05- Metals	05 40 00	Cold-Formed Metal Framing
05- Metals	05 50 00	Metal Fabrications
05- Metals	05 51 00	Metal Stairs
06 - Woods, Plastics, and Composites	06 16 43	Glass-Mat Gypsum Sheathing
06 - Woods, Plastics, and Composites	06 20 00	Finish Carpentry
06 - Woods, Plastics, and Composites	06 41 00	Architectural Wood Cabinets
06 - Woods, Plastics, and Composites	06 83 16	Fiberglass-Reinforced Plastic Paneling
07 - Thermal and Moisture Protection	07 13 26	Self-Adhering Sheet Waterproofing
07 - Thermal and Moisture Protection	07 13 30	Pre-Applied Sheet Waterproofing
07 - Thermal and Moisture Protection	07 18 13	Traffic Coating
07 - Thermal and Moisture Protection	07 21 13	Rigid Foam Board Insulation

07 - Thermal and Moisture Protection	07 21 16	Blanket Insulation
07 - Thermal and Moisture Protection	07 27 19	Weather-Resistive Sheet Barrier System
07 - Thermal and Moisture Protection	07 42 13	Formed Metal Wall Panels
07 - Thermal and Moisture Protection	07 42 46	Fiber-Cement Wall Panels
07 - Thermal and Moisture Protection	07 46 46	Fiber-Cement Siding
07 - Thermal and Moisture Protection	07 54 13	Tripolymer Alloy Roofing
07 - Thermal and Moisture Protection	07 62 00	Sheet Metal Flashing and Trim
07 - Thermal and Moisture Protection	07 65 00	Flexible Flashing
07 - Thermal and Moisture Protection	07 71 29	Manufactured Roof Expansion Joints
07 - Thermal and Moisture Protection	07 72 00	Roof Accessories
07 - Thermal and Moisture Protection	07 84 13	Penetration Firestopping
07 - Thermal and Moisture Protection	07 84 43	Joint Firestopping
07 - Thermal and Moisture Protection	07 92 00	Joint Sealants
07 - Thermal and Moisture Protection	07 95 13	Expansion Joint Cover Assemblies
08 - Openings	08 11 13	Hollow-Metal Doors and Frames
08 - Openings	08 14 16	Flush Wood Doors
08 - Openings	08 31 13	Access Doors and Frames
08 - Openings	08 33 13	Overhead Coiling Counter Door
08 - Openings	08 41 13	Glazed Aluminum Entrances and Storefronts
08 - Openings	08 44 13	Glazed Aluminum Curtain Walls
08 - Openings	08 51 13	Aluminum Windows
08 - Openings	08 71 00	Door Hardware
08 - Openings	08 81 00	Glass Glazing
08 - Openings	08 91 00	Louvers
09 - Finishes	09 06 00	Colors and Finishes
09 - Finishes	09 21 16	Gypsum Board Shaft-Wall Assemblies
09 - Finishes	09 24 00	Portland Cement Plaster
09 - Finishes	09 28 16	Glass-Mat-Faced Gypsum Backing Board
09 - Finishes	09 29 00	Gypsum Board
09 - Finishes	09 30 00	Ceramic Tile

09 - Finishes	09 51 13	Suspended Lay-In Panel Ceilings
09 - Finishes	09 65 00	Resilient Flooring
09 - Finishes	09 65 13	Resilient Base and Accessories
09 - Finishes	09 65 66	Resilient Athletic Flooring
09 - Finishes	09 68 13	Tile Carpeting
09 - Finishes	09 77 13	Stretched-Fabric Wall System
09 - Finishes	09 77 21	Vinyl-Wrapped Panels
09 - Finishes	09 81 16	Acoustical Blanket Insulation
09 - Finishes	09 91 00	Painting
09 - Finishes	09 96 23	Graffiti-Resistant Treatment
10 - Specialties	10 11 00	Visual Display Units
10 - Specialties	10 14 00	Signage
10 - Specialties	10 14 63	Electronic Message Sign
10 - Specialties	10 21 13	Solid-Plastic Toilet Compartments
10 - Specialties	10 26 10	Wall Protection
10 - Specialties	10 28 00	Toilet Accessories
10 - Specialties	10 44 13	Fire Protection Cabinets
10 - Specialties	10 44 16	Fire Extinguishers
10 - Specialties	10 51 13	Metal Lockers
10 - Specialties	10 75 00	Flagpole
11 - Equipment	11 40 00	Food Service Equipment
11 - Equipment	11 52 14	Rear Projection Screen
11 - Equipment	11 52 23	Audio-Visual Equipment Supports
11 - Equipment	11 66 23	Gymnasium Equipment
11 - Equipment	11 68 16	Play Structures
11 - Equipment	11 68 23	Exterior Court Athletic Equipment
12 - Furnishings	12 24 13	Roller Shades
14 - Conveying Equipment	14 24 25	Holeless Hydraulic Passenger Elevator
21 - Fire Suppression	21 20 00	Fire Suppression Systems
22 - Plumbing	22 05 00	Common Work Results for Plumbing
22 - Plumbing	22 05 13	Basic Plumbing Materials and Methods
22 - Plumbing	22 05 53	Plumbing Identification
22 - Plumbing	22 07 00	Plumbing Insulation
22 - Plumbing	22 07 20	Lavatory Pipe Covers
22 - Plumbing	22 10 00	Plumbing
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 00	Common Work Results for HVAC
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 13	Basic HVAC Materials and Methods
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 48	HVAC Sound, Vibration, and Seismic Control
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 53	HVAC Identification

23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 07 00	HVAC Insulation
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 08 00	HVAC Systems Commissioning
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 08 13	Environmental Controls and Energy Management Systems Commissioning
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 09 23	Environmental Controls and Energy Management Systems
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 30 00	Air Distribution
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 38 13	Kitchen Ventilation System
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 80 00	Heating, Ventilating, and Air Conditioning Equipment
26 - Electrical	26 05 00	Common Work Results for Electrical
26 - Electrical	26 05 13	Basic Electrical Materials and Methods
26 - Electrical	26 05 19	Low-Voltage Wires (600 Volt AC)
26 - Electrical	26 05 26	Grounding and Bonding
26 - Electrical	26 05 33	Raceways, Boxes, Fittings, and Supports
26 - Electrical	26 08 00	Electrical Systems Commissioning
26 - Electrical	26 09 23	Lighting Control Systems
26 - Electrical	26 10 00	Service Entrance
26 - Electrical	26 22 00	Low-Voltage Transformers
26 - Electrical	26 24 13	Switchboards
26 - Electrical	26 24 16	Panelboards and Signal Terminal Cabinets
26 - Electrical	26 50 00	Lighting
26 - Electrical	26 52 00	Emergency Power Systems
27 - Communications	27 05 36	Cable Trays for Communication
27 - Communications	27 10 00	Structured Cabling System (SCS)
27 - Communications	27 30 00	Area of Refuge/Elevator Landing - Two-Way Communication System
27 - Communications	27 51 16	Public Address/Clock System
27 - Communications	27 51 23.50	Assistive Listening System
28 - Electronic Safety and Security	28 16 00	Intrusion Alarm System
28 - Electronic Safety and Security	28 23 00	Video Surveillance (CCTV) System
28 - Electronic Safety and Security	28 31 00	Fire Detection and Alarm System
31 - Earthwork	31 10 00	Site Clearing
31 - Earthwork	31 20 00	Earthwork
31 - Earthwork	31 22 19	Finish Grading
32 - Exterior Improvements	32 12 16	Hot-Mix Asphalt Paving
32 - Exterior Improvements	32 13 13	Site Concrete
32 - Exterior Improvements	32 13 43	Pervious Concrete Pavement
32 - Exterior Improvements	32 13 73	Concrete Paving Joint Sealants

32 - Exterior Improvements	32 14 13	Precast Concrete Unit Pavers
32 - Exterior Improvements	32 15 40	Granular Surfacing
32 - Exterior Improvements	32 17 13	Wheelstops
32 - Exterior Improvements	32 17 23	Pavement Markings
32 - Exterior Improvements	32 17 26	Tactile Warning Surfaces
32 - Exterior Improvements	32 18 16	Resilient Surfacing
32 - Exterior Improvements	32 31 13	Chain-Link Fences and Gates
32 - Exterior Improvements	32 31 19	Decorative Metal Fences and Gates
32 - Exterior Improvements	32 33 00	Site Furnishings
32 - Exterior Improvements	32 80 00	Landscape Irrigation
32 - Exterior Improvements	32 90 00	Landscape Planting
32 - Exterior Improvements	32 92 00	Turf Sodding
32 - Exterior Improvements	32 93 00	Turf Hydroseeding
33 - Utilities	33 11 00	Site Water Distribution
33 - Utilities	33 31 00	Site Sanitary Sewerage
33 - Utilities	33 41 00	Site Storm Drainage
33 - Utilities	33 46 16	Subdrainage

2. Drawings

Discipline	Drawing No.	Drawing Title
GENERAL	G0000	COVER SHEET
GENERAL	G1000	GENERAL NOTES
GENERAL	G1001	CALGREEN CODE
GENERAL	G1002	CALGREEN CODE
GENERAL	G1100A	BUILDING A - CODE ANALYSIS FLOOR PLAN
GENERAL	G1100B	BUILDING B - CODE ANALYSIS FLOOR PLAN
GENERAL	G1100C	BUILDING C - CODE ANALYSIS FIRST FLOOR PLAN
GENERAL	G1101C	BUILDING C - CODE ANALYSIS SECOND FLOOR PLAN
GENERAL	G1200	LIFE AND SAFETY
CIVIL	C101	TITLE SHEET AND GENERAL NOTES
CIVIL	C201	TYPICAL DETAILS
CIVIL	C202	TYPICAL DETAILS
CIVIL	C203	TYPICAL DETAILS
CIVIL	C301	DEMOLITION PLAN
CIVIL	C302	DEMOLITION PLAN
CIVIL	C400	OVERALL SITE
CIVIL	C401	GRADING PLAN
CIVIL	C402	GRADING PLAN
CIVIL	C403	GRADING PLAN
CIVIL	C404	GRADING PLAN
CIVIL	C405	GRADING PLAN
CIVIL	C406	GRADING PLAN
CIVIL	C407	GRADING PLAN
CIVIL	C408	GRADING PLAN
CIVIL	C409	GRADING PLAN
CIVIL	C501	GRADING PLAN
CIVIL	C502	UTILITY PLAN
CIVIL	C601	UTILITY PLAN
LANDSCAPE	L1.01	EROSION GONTROL PLAN
LANDSCAPE	L1.02	LANDSCAPE CONSTRUCTION PLAN
LANDSCAPE	L1.03	PLANTING PLAN
LANDSCAPE	L2.01	PLANTING PLAN
LANDSCAPE	L2.02	IRRIGATION PLAN
LANDSCAPE	L3.01	IRRIGATION PLAN
LANDSCAPE	L3.02	LANDSCAPE DETAILS
ARCHITECTURAL	A1100	LANDSCAPE DETAILS
ARCHITECTURAL	A1201	OVERALL SITE PLAN
ARCHITECTURAL	A1202	SITE ENLARGED PLAN - NORTH-EAST
ARCHITECTURAL	A1203	SITE ENLARGED PLAN - SOUTH-EAST
ARCHITECTURAL	A1204	SITE ENLARGED PLAN - SOUTH-WEST
ARCHITECTURAL	A1301	SITE ENLARGED PLAN - NORTH-WEST

ARCHITECTURAL	A1302	ENLARGED SERVICE YARDS ENLARGED PLAYGROUNDS
ARCHITECTURAL	A1303	ENLARGED SERVICE YARDS AND CANOPY
ARCHITECTURAL	A2310A	BUILDING A - FLOOR PLANS AND ENLARGED PLANS
ARCHITECTURAL	A2311A	BUILDING A - FLOOR FINISH PLAN
ARCHITECTURAL	A2710A	BUILDING A - REFLECTED CEILING PLAN
ARCHITECTURAL	A2810A	BUILDING A - ROOF PLAN
ARCHITECTURAL	A3001A	BUILDING A - EXTERIOR ELEVATIONS
ARCHITECTURAL	A4001A	BUILDING A - SECTIONS
ARCHITECTURAL	A4010A	BUILDING A - WALL SECTIONS
ARCHITECTURAL	A6010A	BUILDING A - INTERIOR ELEVATIONS
ARCHITECTURAL	A6011A	BUILDING A - INTERIOR ELEVATIONS
ARCHITECTURAL	A6012A	BUILDING A - INTERIOR ELEVATIONS
ARCHITECTURAL	A6013A	BUILDING A - INTERIOR ELEVATIONS
ARCHITECTURAL	A8202	WALL DETAILS
ARCHITECTURAL	A9101A	BUILDING A - ROOM FINISH, DOOR & WINDOW SCHEDULES
ARCHITECTURAL	A2310B	BUILDING B - FLOOR PLAN
ARCHITECTURAL	A2311B	BUILDING B - DIMENSION FLOOR PLAN
ARCHITECTURAL	A2312B	BUILDING B - FLOOR FINISH PLAN
ARCHITECTURAL	A2710B	BUILDING B - REFLECTED CEILING PLAN
ARCHITECTURAL	A2810B	BUILDING B - ROOF PLAN
ARCHITECTURAL	A3001B	BUILDING B - EXTERIOR ELEVATIONS
ARCHITECTURAL	A4001B	BUILDING B - SECTIONS
ARCHITECTURAL	A4010B	BUILDING B - WALL SECTIONS
ARCHITECTURAL	A4011B	BUILDING B - WALL SECTIONS
ARCHITECTURAL	A5010B	BUILDING B - PARTIAL FLOOR PLANS
ARCHITECTURAL	A6010B	BUILDING B INTERIOR ELEVATIONS
ARCHITECTURAL	A6011B	BUILDING B - INTERIOR ELEVATIONS
ARCHITECTURAL	A6012B	BUILDING B - INTERIOR ELEVATIONS
ARCHITECTURAL	A8601	OPENINGS
ARCHITECTURAL	A9101B	BUILDING B - ROOM FINISH SCHEDULE
ARCHITECTURAL	A9201B	BUILDING B - DOOR & WINDOW SCHEDULES
ARCHITECTURAL	A2310C	BUILDING C - FIRST FLOOR PLAN - NORTH
ARCHITECTURAL	A2311C	BUILDING C - FIRST FLOOR PLAN - SOUTH
ARCHITECTURAL	A2312C	BUILDING C - FIRST FLOOR DIMENSION PLAN - NORTH
ARCHITECTURAL	A2313C	BUILDING C - FIRST FLOOR DIMENSION PLAN - SOUTH
ARCHITECTURAL	A2314C	BUILDING C - FIRST FLOOR FINISH PLAN - NORTH
ARCHITECTURAL	A2315C	BUILDING C - FIRST FLOOR FINISH PLAN - SOUTH
ARCHITECTURAL	A2320C	BUILDING C - SECOND FLOOR PLAN - NORTH
ARCHITECTURAL	A2321G	BUILDING C - SECOND FLOOR PLAN - SOUTH
ARCHITECTURAL	A2322C	BUILDING C - SECOND FLOOR DIMENSION PLAN - NORTH
ARCHITECTURAL	A2323C	BUILDING C - SECOND FLOOR DIMENSION PLAN - SOUTH
ARCHITECTURAL	A2324C	BUILDING C - SECOND FLOOR FINISH PLAN - NORTH
ARCHITECTURAL	A2325C	BUILDING C - SECOND FLOOR FINISH PLAN - SOUTH
ARCHITECTURAL	A2710C	BUILDING C - FIRST FLOOR REFLECTED CEILING PLAN - NORTH

ARCHITECTURAL	A2711C	BUILDING C - FIRST FLOOR REFLECTED CEILING PLAN - SOUTH
ARCHITECTURAL	A2720C	BUILDING C - SECOND FLOOR REFLECTED CEILING PLAN - NORTH
ARCHITECTURAL	A2721C	BUILDING C - SECOND FLOOR REFLECTED CEILING PLAN - SOUTH
ARCHITECTURAL	A2810C	BUILDING C - ROOF PLAN - NORTH
ARCHITECTURAL	A2811C	BUILDING C - ROOF PLAN - SOUTH
ARCHITECTURAL	A3001C	BUILDING C - EXTERIOR ELEVATIONS
ARCHITECTURAL	A3002C	BUILDING C - EXTERIOR ELEVATIONS
ARCHITECTURAL	A3003C	BUILDING C - EXTERIOR ELEVATIONS
ARCHITECTURAL	A4001C	BUILDING C - SECTIONS
ARCHITECTURAL	A4002C	BUILDING C – SECTIONS
ARCHITECTURAL	A4010C	BUILDING C - WALL SECTIONS
ARCHITECTURAL	A4011C	BUILDING C - WALL SECTIONS
ARCHITECTURAL	A5001C	BUILDING C - ENLARGED PLANS & SECTIONS
ARCHITECTURAL	A5002C	BUILDING C - ENLARGED PLANS & SECTIONS
ARCHITECTURAL	A6010C	BUILDING C - INTERIOR ELEVATIONS
ARCHITECTURAL	A6011C	BUILDING C - INTERIOR ELEVATIONS
ARCHITECTURAL	A6012C	BUILDING C - Interior ELEVATIONS
ARCHITECTURAL	A6013C	BUILDING C INTERIOR ELEVATIONS
ARCHITECTURAL	A6014C	BUILDING C - INTERIOR ELEVATIONS
ARCHITECTURAL	A6015C	BUILDING C - INTERIOR ELEVATIONS
ARCHITECTURAL	A6016C	BUILDING C - INTERIOR ELEVATIONS
ARCHITECTURAL	A9101C	BUILDING C - ROOM FINISH SCHEDULE
ARCHITECTURAL	A9201C	BUILDING C - DOOR SCHEDULES
ARCHITECTURAL	A9202C	BUILDING C - WINDOW SCHEDULE
ARCHITECTURAL	A8001	SITE DETAILS
ARCHITECTURAL	A8002	SITE DETAILS
ARCHITECTURAL	A8003	SITE DETAILS
ARCHITECTURAL	A8100	PLAN DETAILS
ARCHITECTURAL	A8200	WALL TYPES
ARCHITECTURAL	A8202	WALL DETAILS
ARCHITECTURAL	A8300	CEILING DETAILS
ARCHITECTURAL	A8400	ROOF DETAILS
ARCHITECTURAL	A8401	ROOF DETAILS
ARCHITECTURAL	A8402	ROOF DETAIL AND RUNNEL DETAILS
ARCHITECTURAL	A8500	INTERIOR DETAILS
ARCHITECTURAL	A8501	INTERIOR DETAILS
ARCHITECTURAL	A8600	OPENING DETAILS
ARCHITECTURAL	A8601	OPENING DETAILS
ARCHITECTURAL	A8602	OPENING DETAILS
ARCHITECTURAL	A8700	ACCESSIBILITY DETAILS
ARCHITECTURAL	A8800	STAIR & GUARDRAIL DETAILS
STRUCTURAL	S0001	STRUCTURAL NOTES
STRUCTURAL	S0002	STRUCTURAL NOTES
STRUCTURAL	S0003	STRUCTURAL NOTES

STRUCTURAL	S1101	TYP. FOUNDATION DETAILS
STRUCTURAL	S1102	TRASH ENCLOSURE
STRUCTURAL	S1103	SITE DETAILS
STRUCTURAL	S2111A	BUILDING A - FOUNDATION PLAN
STRUCTURAL	S2711A	BUILDING A - CEILING FRAMING PLAN
STRUCTURAL	S2811A	BUILDING A - LOW ROOF FRAMING PLAN
STRUCTURAL	S2812A	BUILDING A ROOF FRAMING PLAN
STRUCTURAL	S3201A	BUILDING A - FRAME ELEVATION
STRUCTURAL	S9101A	BUILDING A - SCHEDULES
STRUCTURAL	S2111B	BUILDING B - FOUNDATION PLAN
STRUCTURAL	S2711B	BUILDING B - CEILING FRAMING PLAN
STRUCTURAL	S2811B	BUILDING B - LOW ROOF FRAMING PLAN
STRUCTURAL	S2812B	BUILDING B - ROOF FRAMING PLAN
STRUCTURAL	S3201B	BUILDING B - FRAME ELEVATIONS
STRUCTURAL	S9101B	BUILDING B - SCHEDULES
STRUCTURAL	S2111C	BUILDING C - FOUNDATION PLAN
STRUCTURAL	S2112C	BUILDING C - FOUNDATION PLAN SOUTH
STRUCTURAL	S2311C	BUILDING C - FLOOR FRAMIING PLAN - NORTH
STRUCTURAL	S2312C	BUILDING C - FLOOR FRAMING PLAN - SOUTH
STRUCTURAL	S2711C	BUILDING C - FIRST FLOOR CEIING FRAMING PLAN - NORTH
STRUCTURAL	S2712C	BUILDING C - FIRST FLOOR CEILING FRAMING PLAN - SOUTH
STRUCTURAL	S2713C	BUILDING C - SECOND FLOOR CEILING FRAMING PLAN - NORTH
STRUCTURAL	S2714C	BUILDING C - SECOND FLOOR CEILING FRAMING PLAN - SOUTH
STRUCTURAL	S2811C	BUILDING C - ROOF FRAMING PLAN - NORTH
STRUCTURAL	S2812C	BUILDING C - ROOF FRAMING PLAN - SOUTH
STRUCTURAL	S3201C	BUILDING C - FRAI\IE ELEVATIONS
STRUCTURAL	S3202C	BUILDING C - FRAME ELEVATIONS
STRUCTURAL	S9101C	BUILDING C - SCHEDULES
STRUCTURAL	S5001	STAIR FRAMING AND DETAILS
STRUCTURAL	S5002	STRUCTURAL DETAILS
STRUCTURAL	S8011	TYP. FOUNDATION DETAILS
STRUCTURAL	S8012	FOUNDATION DETAILS
STRUCTURAL	S8013	FOUNDATION DETAILS
STRUCTURAL	S8111	DECK DETAILS
STRUCTURAL	S8112	FRAMING DETAILS
STRUCTURAL	S8113	FRAMING DETAILS
STRUCTURAL	S8114	FRAMING DETAILS
STRUCTURAL	S8211	STEEL DETAILS
STRUCTURAL	S8212	W.S.M.F. DETAILS
STRUCTURAL	S8213	SIMPSON YIELD LINK DET
STRUCTURAL	S8311	AIL LIGHT GAGE DETAILS
STRUCTURAL	S8312	LIGHT GAGE DETAILS
STRUCTURAL	S8313	STRUCTURAL DETAILS
STRUCTURAL	S8314	LIGHT GAGE DETAILS

STRUCTURAL	S8411	STRUCTURAL DETAILS SPRINKLER BRACING
PLUMBING	P1001	PLUMBING GENERAL NOTES, ABBREVIATIONS, & SHEET INDEX
PLUMBING	P1002	PLUMBING SIZING CALCULATIONS
PLUMBING	P1003	PLUMBING SCHEDULES
PLUMBING	FP1004	FIRE PROTECTION SITE PLAN
PLUMBING	P1004	PLUMBING SITE PLAN
PLUMBING	P2311A	BUILDING A - DOMESTIC WATER FLOOR PLAN - LEVEL 1
PLUMBING	P2312A	BUILDING A - SANITARY FLOOR PLAN - LEVEL 1
PLUMBING	P2313A	BUILDING A - PLUMBING ENLARGED PLANS
PLUMBING	P2314A	BUILDING A - PLUMBING ROOF PLAN
PLUMBING	F2311A	BUILDING A - FIRE PROTECTION PLAN
PLUMBING	P2311B	BUILDING B - DOMESTIC WATER FLOOR PLAN - LEVEL 1
PLUMBING	P2312B	BUILDING B - SANITARY FLOOR PLAN - LEVEL 1
PLUMBING	P2313B	BUILDING B - PLUMBING ENLARGED PLANS
PLUMBING	P2314B	BUILDING B - KITCHEN ENLARGED PLANS
PLUMBING	P2315B	BUILDING B - PLUMBING ROOF PLAN
PLUMBING	F2311B	BUILDING B - FIRE PROTECTION PLAN
PLUMBING	P2311C	BUILDING C - DOMESTIC WATER FLOOR PLAN - LEVEL 1
PLUMBING	P2312C	BUILDING C - DOMESTIC WATER FLOOR PLAN - LEVEL 2
PLUMBING	P2313C	BUILDING C - DOMESTIC WATER ENLARGED PLANS
PLUMBING	P2321C	BUILDING C - SANITARY PLAN - LEVEL 1
PLUMBING	P2322C	BUILDING C - SANITARY PLAN - LEVEL 2
PLUMBING	P2323C	BUILDING C - SANITARY ENLARGED PLANS
PLUMBING	P2324C	BUILDING C - PLUMBING ROOF PLAN
PLUMBING	F2311C	BUILDING C - FIRE PROTECTION - LEVEL 1
PLUMBING	F2312C	BUILDING C - FIRE PROTECTION - LEVEL 2
PLUMBING	P4101	PLUMBING DETAILS
PLUMBING	P4102	PLUMBING DETAILS
PLUMBING	P4103	PLUMBING DETAILS
PLUMBING	P4104	SITE GAS RISERS DIAGRAM
PLUMBING	FP4101	FIRE PROTECTION DETAILS
PLUMBING	FP4102	FIRE PROTECTION
MECHANICAL	M1001	GENERAL NOTES
MECHANICAL	M1002	SYMBOLS & ABBREVIATIONS
MECHANICAL	M1003	MECHANICAL SCHEDULE
MECHANICAL	M1004	MECHANICAL SCHEDULE
MECHANICAL	M2311A	BUILDING A - MECHANICAL FLOOR PLAN
MECHANICAL	M2312A	BUILDING A - REFRIGERATION PIPING FIRST FLOOR PLAN
MECHANICAL	M2321A	BUILDING A - MECHANICAL ROOF PLAN
MECHANICAL	M2311B	BUILDING B - MECHANICAL FLOOR PLAN
MECHANICAL	M2321B	BUILDING B- MECHANICAL ROOF PLAN
MECHANICAL	M2322B	BUILDING B- MECHANICAL 3D SECTIONS
MECHANICAL	M2311C	BUILDING C - MECHANICAL FLOOR PLAN - LEVEL 1
MECHANICAL	M2321C	BUILDING C - MECHANICAL FLOOR PLAN - LEVEL 2

MECHANICAL	M2322C	BUILDING C - TYPICAL ENLARGED CLASSROOM MECHANICAL PLAN
MECHANICAL	M3101	CLASSROOM BLDG VRF SYSTEM
MECHANICAL	M3102	CLASSROOM BLDG VRF SYSTEM
MECHANICAL	M3103	CLASSROOM BLDG VRF SYSTEM
MECHANICAL	M3104	CLASSROOM BLDG VRF SYSTEM
MECHANICAL	M3105	CLASSROOM BLDG VRF SYSTEM
MECHANICAL	M3106	CLASSROOM BLDG VRF SYSTEM
MECHANICAL	M3107	CLASSROOM BLDG VRF SYSTEM
MECHANICAL	M3108	ADMIN BLDG VRF SYSTEM
MECHANICAL	M4101	MECHANICAL DETAILS
MECHANICAL	M4102	MECHANICAL DETAILS
MECHANICAL	M4103	MECHANICAL DETAILS
MECHANICAL	M4104	MECHANICAL DETAILS
MECHANICAL	M4105	MECHANICAL DETAILS
MECHANICAL	M4106	MECHANICAL DETAILS
MECHANICAL	M4107	MECHANICAL DETAILS
MECHANICAL	M4108	MECHANICAL DETAILS
MECHANICAL	IVI5101	WEST CLASSROOM BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5102	WEST CLASSROOM BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5103	EAST CLASSROOM BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5104	EAST CLASSROOM BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5105	NORTH CLASSROOM BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5106	NORTH CLASSROOM BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5107	MEDIA CENTER BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5108	MEDIA CENTER BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5109	MPR BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5110	MPR BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5111	ADMINISTRATION BLDG T24 COMPLIANCE REPORT
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ELECTRICAL	E0003	FIRE ALARM SYMBOL LIST
ELECTRICAL	E0004	LIGHTING FIXTURE SCHEDULE
ELECTRICAL	E0005	CABLE SCHEDULE
ELECTRICAL	E0006	MECHANICAL SCHEDULE
ELECTRICAL	E1001	SITE LIGHTING PLAN
ELECTRICAL	E1002	SITE LIGHTING CALC NORMAL PLAN
ELECTRICAL	E1003	SITE LIGHTING CALC EGRESS PLAN
ELECTRICAL	E1004	SITE POWER PLAN
ELECTRICAL	E1005	SITE SIGNAL PLAN
ELECTRICAL	E2311A	BUILDING A FIRST FLOOR POWER PLAN
ELECTRICAL	E2321A	BUILDING A - ROOF POWER PLAN
ELECTRICAL	E2411A	BUILDING A FIRST FLOOR FIRE ALARM PLAN
ELECTRICAL	E2511A	BUILDING A - FIRST FLOOR SIGNAL PLAN

ELECTRICAL	E2711A	BUILDING A - FIRST FLOOR LIGHTING PLAN
ELECTRICAL	E2712A	BUILDING A - FIRST FLOOR LIGHTING CALC NORMAL PLAN
ELECTRICAL	E2713A	BUILDING A - FIRST FLOOR LIGHTING CALC EGRESS PLAN
ELECTRICAL	E5011A	BUILDING A - ENLARGED ELECTRICAL AND SIGNAL ROOMS
ELECTRICAL	E2311B	BUILDING B - FIRST FLOOR POWER PLAN
ELECTRICAL	E2321B	BUILDING B - ROOF POWER PLAN
ELECTRICAL	E2411B	BUILDING B FIRST FLOOR FIRE ALARM PLAN
ELECTRICAL	E2511B	BUILDING B - FIRST FLOOR SIGNAL PLAN
ELECTRICAL	E2711B	BUILDING B - FIRST FLOOR LIGHTING PLAN
ELECTRICAL	E2712B	BUILDING B - LIGHTING CALC NORMAL PLAN
ELECTRICAL	E2713B	BUILDING B - FIRST FLOOR LIGHTING CALC EGRESS PLAN
ELECTRICAL	E5011B	BUILDING B - ENLARGED FOOD SERVICE PLAN
ELECTRICAL	E5012B	BUILDING B - ENLARGED ELECTRICAL AND SIGNAL ROOMS
ELECTRICAL	E2311C	BUILDING C - LEVEL 1 POWER PLAN
ELECTRICAL	E2321C	BUILDING C - LEVEL 2 POWER PLAN
ELECTRICAL	E2411C	BUILDING C - FIRST FLOOR FIRE ALARM PLAN
ELECTRICAL	E2421C	BUILDING C - LEVEL 2 FIRE ALARM PLAN
ELECTRICAL	E2511C	BUILDING C - LEVEL 1 SIGNAL PLAN
ELECTRICAL	E2521C	BUILDING C - LEVEL 2 SIGNAL PLAN
ELECTRICAL	E2711C	BUILDING C - LEVEL 1 LIGHTING PLAN
ELECTRICAL	E2712C	BUILDING C - LEVEL 1 LIGHTING CALC NORMAL PLAN
ELECTRICAL	E2713C	BUILDING C - LEVEL 1 LIGHTING CALC EGRESS PLAN
ELECTRICAL	E2721C	BUILDING C - LEVEL 2 LIGHTING PLAN
ELECTRICAL	E2722C	BUILDING C - LEVEL 2 LIGHTING CALC NORMAL PLAN
ELECTRICAL	E2723C	BUILDING C - LEVEL 2 LIGHTING CALC EGRESS PLAN
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ELECTRICAL	E4006	FIRE ALARM RISER DIAGRAM
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ELECTRICAL	E4008	FIRE ALARM BATTERY CALCULATIONS
ELECTRICAL	E8001	ELECTRICAL DETAILS - MOUNTING
ELECTRICAL	E8002	ELECTRICAL DETAILS - MOUNTING
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ELECTRICAL	E8005	ELECTRICAL DETAILS - LIGHTING
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ELECTRICAL	E9001A	BUILDING A - PANEL SCHEDULES
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ELECTRICAL	E9101	SITE TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9102	BUILDING A - INDOOR TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9103	BUILDING A - OUTDOOR TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9104	BUILDING B - INDOOR TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9105	BUILDING B - OUTDOOR TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9106	BUILDING C - INDOOR TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9107	BUILDING C - OUTDOOR TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9108	ELECTRICAL POWER DISTRIBUTION TITLE 24 COMPLIANCE FORMS
FOOD SERVICES	FS-100B	BUILDING B - SYMBOLS, NOTES, & INDEX
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FOOD SERVICES	FS-502B	BUILDING B - REFRIGERATION DETAILS
FOOD SERVICES	FS-601B	BUILDING B - BUILDING WORKS & EXHAUST PLAN
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FOOD SERVICES	FS-802B	SMACNA DETAILS
FOOD SERVICES	FS-803B	EQUIPMENT SECTIONS

3. DSA-103, List of Required Structural Tests and Special Inspections - 2016 CBC, 7 pages.

4. As-Builts & Food Service Drawings
 - A. 1990-11-16 BFGC Mod + Asbuilt, 75 pages.
 - B. 2003-03-24 Interim Portables, 16 pages.
 - C. 2006-12-21 MA Mod Record, 92 pages.
 - D. 2009-09 FA Drawings Non-DSA, 10 pages.
 - E. Rose ES Drawings_Health Department II-20190515, 70 pages.
 - F. Rose ES Health Department Permit to construct, 6 pages.
 - G. Rose Ave ES Tract 4884 - La Puerta Wet Utility Plans 1993 8 pages.

5. Geotechnical & Haz Materials Reports
 - A. ATC Hazardous Materials Survey Report Rose 2017-10-19, 238 pages.
 - B. CTE Rose Elementary School Geotech Report 2017-9-17, 314 pages.
 - C. CTE Rose Elementary School Geotech Report 2018-9-26, 63 pages.
 - D. CTE Rose Elementary School Geotech Report_r1 2017-11-27, 218 pages.
 - E. Rincon Consultants Environ Site Assessment Phase 1 Rose Avenue Elementary 2018-10-16, 701 pages.
 - F. Rincon Consultants Environ Site Assessment Rose Ave. Phase I Addendum 2019-01-23, 290 pages.

6. Sketches
 - A. SK-1 Daktronics GS6 Elevation, 9 pages.
 - B. SK-2 Classroom FrontRow AV Diagram, issued in Addendum 5C, 1 page.
 - C. SK-3 Phillips 65 inch tv, issued in Addendum 5C, 3 pages.

- D. SK-4 WAP Ruckus R550 – Classroom Locations with T-Grid Kit, issued in Addendum 5C, 19 pages.
 - E. SK-5 WAP Ruckus R750 – MPR Locations, issued in Addendum 5C, 6 pages.
 - F. SK-6 WAP Ruckus T750 – Exterior Locations, Issued in Addendum 5C, 5 pages.
7. Stormwater Pollution Prevention Plan (SWPPP) prepared by Incompli dated 7/7/21, issued in Addenda 7C, 503 pages.
8. Logistics Plan & Safety Plan
- A. Rose Ave ES Hardscape Phasing Plan, 1 page.
 - B. Rose Ave ES Logistics Plan Phase 1, issued in Addendum 6C, 1 page.
 - C. Rose Ave ES Logistics Plan Phase 1a, issued in Addendum 6C, 1 page.
 - D. Rose Ave ES Logistics Plan Phase 2, issued in Addendum 6C, 1 page.
 - E. Rose Ave ES Safety Plan, 1 page.
 - F. Rose Ave ES Stair Tower Logistics Plan, 1 page.
9. Addenda
- A. Addendum 1A 2021-06-16, 77 pages.
 - B. Addendum 1B 2021-06-16, 75 pages.
 - C. Addendum 1C 2021-06-16, 54 pages.
 - D. Addendum 2 2021-06-24, 93 pages.
 - E. Addendum 3A 2021-07-08, 219 pages.

F. Addendum 3B 2021-07-08, 108 pages.

G. Addendum 3C 2021-07-01, 34 pages.

H. Addendum 4C 2021-07-02, 5 pages.

I. Addendum 5C 2021-07-07, 40 pages.

J. Addendum 6C 2021-07-08, 51 pages.

K. Addendum 7C 2021-07-09, 500 pages.

L. Addendum 8C 2021-07-12, 3 pages.

AMENDMENT NO. 001 to CONSTRUCTION SERVICES AGREEMENT #17-158
EXHIBIT B

See Site Lease Agreement #17-159 previously executed on November 17, 2017

CONSTRUCTION SERVICES AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

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

SECTION 3. ADDITIONAL SERVICES

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

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

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

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

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

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

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

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

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

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

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

SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION

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

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

SECTION 7. SAVINGS

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

SECTION 8. SELECTION OF SUBCONTRACTORS

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

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

SECTION 9. CONSTRUCTION SCOPE OF WORK

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

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

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

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

SECTION 10. EXTRA WORK/MODIFICATIONS

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

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

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

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

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

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

SECTION 13. BONDING REQUIREMENTS

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

SECTION 14. PAYMENTS TO CONTRACTOR

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

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

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

SECTION 16. INSURANCE

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

SECTION 17. USE OF PREMISES

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

SECTION 18. SITE REPRESENTATIONS

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

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

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

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

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

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

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

SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.

- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

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

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

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

SECTION 22. PERSONAL LIABILITY

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

SECTION 23. AGREEMENT MODIFICATIONS

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

SECTION 24. NOTICES

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

If to Contractor:

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

If to the District:

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

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

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

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

SECTION 25. ASSIGNMENT

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

SECTION 26. PROVISIONS REQUIRED BY LAW

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

SECTION 27. HEADINGS

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

SECTION 28. APPLICABLE LAW

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

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

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

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

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

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

SECTION 31. SEVERABILITY

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

SECTION 32. ENTIRE AGREEMENT

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

EXHIBIT B

Oxnard School District – Rose Avenue Elementary School Reconstruction

Preconstruction Services

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

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

1. Professional Construction Cost-Estimation Services

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

2. Professional Constructability Review

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

3. Value Engineering Services

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

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

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

4. Building Information Modeling (BIM) Services

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

5. Construction Scheduling Services

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

#17-158

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

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

6. Cooperation and Attendance at Design Meetings

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

7. Schedule for Pre-Construction Services.

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

- B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.
- C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

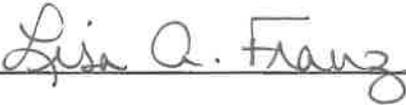
CONTRACTOR

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

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

THE DISTRICT

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

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

SITE LEASE
AGREEMENT #17-159

This Site Lease (hereinafter referred to as the "Site Lease") will be entered into on the day of GMP Approval by the Board of Trustees of Oxnard School District, this site lease will then be amended by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") as lessor, and Balfour Beatty Construction. LLC which is a contractor licensed by the State of California, with its principal place of business at 10620 Trenea St., Suite 300 San Diego, CA 92131 (hereinafter referred to as "Contractor") as lessee.

RECITALS

WHEREAS the District desires to provide for the financing and construction of certain public improvements more fully described in a Construction Services Agreement between the District and Contractor, dated as of the date hereof (the "Project") situated at Rose Avenue Elementary School, 220 South Driskill Street, Oxnard, CA 93030, within the District, as more fully set forth in **Exhibit A** attached hereto (the "Site"); and

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

WHEREAS, the District's governing body has determined that it will provide the best value to the District and it is in the best interests of the District and for the common benefit of the citizens it serves to finance the Project by leasing to Contractor the land and the existing building(s) on the Site on which the public improvements are to be constructed and subleasing from Contractor the Site, including the Project, under a Sublease Agreement effective as of the date hereof (the "Sublease"); and

NOW, THEREFORE, in consideration of the promises and covenants and conditions contained herein, the parties agree as follows:

SECTION 1. Site Lease

The District leases to Contractor, and Contractor leases from the District, on the terms and conditions set forth herein, the Site situated in the County of Ventura, State of California, more specifically described in **Exhibit A** attached hereto and incorporated by reference herein, including any real property improvements now or hereafter affixed thereto.

SECTION 2. Term

The term of this Site Lease shall commence as of the date above and shall terminate on the last day of the term of the Sublease.

SECTION 3. Representations and Warranties of the District

The District represents and warrants to Contractor that:

SITE LEASE AGREEMENT #17-159

(a) The District has good title to the Site.

(b) There are no liens on the Site other than permitted encumbrances (the term "permitted encumbrances" as used herein shall mean, as of any particular time: (i) liens for general ad valorem taxes and assessments, if any, not then delinquent; (ii) this Site Lease, the Sublease, any right or claim of any mechanic, laborer, materialman, supplier, or vendor, if applicable, not filed or perfected in the manner prescribed by law, easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions which exist of record as of the date of this Site Lease and which will not materially impair the use of the Site; (iii) easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions established following the date of recordation of this Site Lease and to which Contractor and the District consent in writing which will not impair or impede the operation of the Site.).

(c) All taxes, assessments or impositions of any kind with respect to the Site, if applicable, except current taxes not yet due and payable, have been paid in full.

(d) The Site is properly zoned for the intended purpose or the District intends to render zoning inapplicable pursuant to Government Code Section 53094.

(e) To the best of the District's knowledge, the District is in compliance in all material respects with all laws, regulations, ordinances and orders of public authorities applicable to the Site.

(f) To the best of the District's knowledge, there is no litigation of any kind currently pending or threatened regarding the District's use of the Site for the purposes contemplated by this Site Lease, the Sublease and the Construction Services Agreement.

(g) To the best of the District's knowledge, upon reasonable investigation and in reliance on the District's phase one Preliminary Environmental Assessment, and except as otherwise delineated in the Contract Documents: (i) no dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances, as defined in or governed by the provisions of any State or Federal Law relating thereto (hereinafter collectively called "Environmental Regulations"), and also including, but not limited to, urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material, substance, pollutant or contaminant which would subject the District or Contractor or Contractor's subcontractors to any damages, penalties or liabilities under any applicable Environmental Regulation (hereinafter collectively "Hazardous Substances"), are now or have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over or from the Site; (ii) no threat exists of a discharge, release or emission of a Hazardous Substance upon or from the Site into the environment; (iii) the Site has not been used

as or for a mine, a landfill, a dump or other disposal facility, industrial or manufacturing facility, or a gasoline service station; (iv) no violation of any Environmental Regulation now exists relating to the Site, no notice of any such violation or any alleged violation thereof has been issued or given by any governmental entity or agency, and there is not now any investigation or report involving the Site by any governmental entity or agency which in any way relates to Hazardous Substances; (v) no person, party, or private or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in (i) above; (vi) there are not now any actions, suits, proceedings or damage settlements relating in any way to Hazardous Substances, in, upon, under, over or from the Site; (vii) the Site is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or any other list of Hazardous Substance sites maintained by any federal, state or local governmental agency; and (viii) the Site is not subject to any lien or claim for lien or threat of a lien in favor of any governmental entity or agency as a result of any release or threatened release of any Hazardous Substance.

(h) To the extent permitted by law, the District shall not abandon the Site for the use of which it is currently required by the District and further shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site and the Project are to be maintained under the Sublease.

SECTION 4. Representations and Warranties of Contractor

Contractor represents and warrants to the District that:

(a) Contractor is duly organized, validly existing and in good standing under the laws of the State of California, with full corporate power and authority to lease and own real and personal property.

(b) Contractor has full power, authority and legal right to enter into and perform its obligations under this Site Lease, and the execution, delivery and performance of this Site Lease have been authorized by all necessary corporate or partnership actions on the part of Contractor and do not require any further approvals or consents.

(c) Execution, delivery and performance of this Site Lease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which Contractor is a party or by which it or its property is bound.

(d) There is no pending or, to the best knowledge of the Contractor, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Contractor to perform its obligations under this Site Lease.

(e) Contractor has conducted a visual inspection of the Site and represents that it is familiar with the site conditions relating to construction and labor thereon and hereby indemnifies the District for any damage or omissions related to the site conditions that could have been visually identified during the site-visit in accordance with the indemnification contained in the General Conditions incorporated into the Construction Services Agreement.

(f) Contractor has reviewed the Contract Documents (as that term is defined in the Construction Services Agreement) and is familiar with the contents thereof.

SECTION 5. Rental

Contractor shall pay to the District as and for advance rental hereunder the sum of One Dollar (\$1.00) for the duration of the rental, this payment being due on or before the commencement of the term of this Site Lease. The duration of the rental is expected to be from the effective date hereof through the last day of the term of the Sublease.

SECTION 6. Purpose

Contractor shall use the Site solely for the purpose of constructing the Project thereon and for subleasing the Site and leasing the Project to the District; provided, however, that in the event of an occurrence of an Event of Default by the District, under the Sublease, Contractor may exercise the remedies provided for in the Sublease.

SECTION 7. Termination

Contractor agrees, upon termination of this Site Lease: (i) to quit and surrender the Site in the same good order and condition as it was in at the time of commencement of the term hereunder, reasonable wear and tear excepted; (ii) to release and reconvey to the District any liens and encumbrances created or caused by Contractor; and (iii) that any permanent improvements and structures existing upon the Site at the time of the termination of this Site Lease, including the Project, shall remain thereon and title shall vest in the District. Notwithstanding the District's foregoing rights in the event of termination, Contractor shall retain the right to compensation pursuant to the Construction Services Agreement and the Sublease.

SECTION 8. Quiet Enjoyment

The District covenants and agrees that it will not take any action to prevent Contractor's quiet enjoyment of the Site during the term of this Site Lease; and that in the event that the District's fee title to the Site is ever challenged so as to interfere with Contractor's right to occupy, use and enjoy the Site, the District will use all governmental powers at its disposal, including the power of eminent domain, to obtain unencumbered fee title to the Site and to defend Contractor's right to occupy, use, and enjoy that portion of the Site.

SECTION 9. No Liens

The District shall not mortgage, sell, assign, transfer or convey the Site or any part thereof to any person during the term of this Site Lease, without the written consent of Contractor. Nothing herein shall preclude the District from granting utility easements across the Site to facilitate the use and operation of the Project for which it is intended.

During the term of this Site Lease, Contractor shall not permit any lien or encumbrance to attach to the Site or any part thereof.

SECTION 10. Right of Entry

The District reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof, but in so doing shall not interfere with Contractor's operations on the Project.

SECTION 11. Assignment and Subleasing

Other than the Sublease, as defined herein, Contractor will not assign or otherwise dispose of or encumber the Site or this Site Lease without the written consent of the District.

SECTION 12. No Waste

Contractor agrees that at all times that it is in possession of the Site it will not commit, suffer or permit any waste on the Site, and it will not willfully or knowingly use or permit the use of the Site for any illegal act or purpose.

SECTION 13. Default

In the event that Contractor shall be in default in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for thirty (30) days following notice and demand for correction thereof to Contractor, the District may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Sublease shall be deemed to occur as a result thereof. Termination of this Site Lease shall be in accordance with the provisions of the General Conditions incorporated into the Construction Services Agreement or such other provisions as may be applicable.

SECTION 14. Eminent Domain

In the event that the whole or any part of the Site or the improvements thereon is taken by eminent domain, the financial interest of Contractor shall be recognized and is hereby determined to be the amount of all Tenant Improvement Payments and Sublease Payments then due or past due, and the purchase option price stated in Section 20 of the Sublease less any unearned interest as of the date Contractor receives payment in full. The balance of the award, if any, shall be paid to the District.

SECTION 15. Taxes

The District covenants and agrees to pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Site of the improvements thereon.

SECTION 16. Severability

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

SECTION 17. Notices

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

If to Contractor:

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

If to the District:

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

With a copy to Nitasha Sawhney,

Garcia, Hernandez, Sawhney LLP
2490 Mariner Square Loop, Suite 140
Alameda, CA 94501

And with an additional copy to Scott Burkett

Caldwell Flores Winters, Inc.
1901 Victoria Avenue
Suite #106
Oxnard, CA 93035

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

SECTION 18. Construction Services Agreement and Sublease

The Construction Services Agreement and the Contract Documents as defined therein, including the Sublease, are incorporated by reference herein in their entirety as if fully set forth herein.

SECTION 19. Binding Effect

This Site Lease shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

SECTION 20. Entire Agreement

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

SECTION 21. Execution in Counterparts

This Site Lease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

SECTION 22. Indemnification

Contractor shall indemnify the District in accordance with the provisions set forth in the General Conditions incorporated into the Construction Services Agreement.

SECTION 23. Applicable Law

This Site Lease shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 24. Headings

The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Site Lease.

SECTION 25. Time

Time is of the essence in this Site Lease and each and all of its provisions.

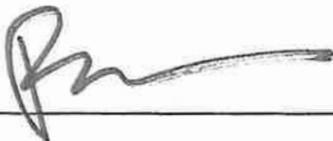
IN WITNESS WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Site Lease effective as of the date first above written.

CONTRACTOR

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

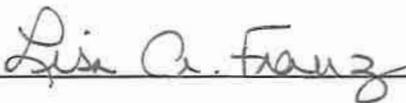
THE DISTRICT

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

By:  _____

Brian Cahill

Name/Title: President, California Division

By:  _____

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

Date: October 11th, 2017

Date: 11-7-17

EXHIBIT A

Legal Description of Site

Will be Supplied and this Exhibit amended upon the Approval by
the Division of State Architect of the State of California of the final
Plans and Specifications

SUBLEASE
AGREEMENT #17-160

This Sublease (hereinafter referred to as the "Sublease") will be entered into on the day of GMP Approval by the Board of Trustees of Oxnard School District, this site lease will then be amended by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") as sub-lessee, Balfour Beatty Construction, LLC which is a contractor licensed by the State of California, with its principal place of business at 10620 Treena St., Suite 300 San Diego CA 92131 (hereinafter referred to as "Contractor") as sub-lessor.

RECITALS

WHEREAS the District deems it essential for its own governmental purpose to finance the installation and construction of certain public improvements more fully described in **Exhibit A** to that certain Construction Services Agreement between the District and Contractor dated the date hereof (the "Project") situated at Rose Avenue Elementary School, 220 South Driskill Street, Oxnard, CA 93030 within the District as more fully set forth in Exhibit A of the site lease between the District and Contractor dated the date hereof (the "Site Lease") (The land and the real property improvements described in the Site Lease and the Construction Services Agreement are herein collectively referred to as the "Site"); and

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

WHEREAS, pursuant to Section 17406 of the California Education Code, the District is leasing the Site to Contractor pursuant to the Site Lease in consideration of Contractor subleasing the Site, including the Project, to the District pursuant to the terms of this Sublease; and

WHEREAS, the District and Contractor agree to mutually cooperate now and hereafter, to the extent possible, in order to sustain the intent of this Sublease and the bargain of both parties hereto, and to provide payments pursuant to this Sublease on the dates and in the amounts set forth in **Exhibit A** of this Sublease which is incorporated by this reference.

NOW, THEREFORE, in consideration of the promises and covenants and conditions contained herein, the parties agree as follows:

SECTION 1. Sublease

Contractor hereby leases from and subleases to the District, and the District hereby leases to and subleases from Contractor, the Site including any real property improvements now or hereafter affixed thereto in accordance with the provisions herein for the term of this Sublease.

SECTION 2. Term

(a) The term of the Sublease (the "Term") shall become effective upon the authorized execution of this Sublease and shall terminate twelve months after the earlier of the following two events:

(1) The date the District takes beneficial occupancy of the final phase of the Project; or

(2) The date of substantial completion, as defined in Article 7.2.2 of the General Conditions.

(b) The Term may be extended or shortened upon the occurrence of the earliest of any of the following events, which shall constitute the end of the Term:

(1) An Event of Default by the District as defined herein and Contractor's election to terminate this Sublease as permitted herein; or

(2) An Event of Default by Contractor as defined herein and the District's election to terminate this Sublease as permitted herein; or

(3) Consummation of the District's purchase option pursuant to Section 20 of this Sublease.

SECTION 3. Representations and Warranties of the District

The District represents and warrants to Contractor that:

(a) The execution, delivery and performance of this Sublease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which the District is a party by which it or its property is bound.

(b) The Project and the Site are essential to the District in the performance of its governmental functions and their estimated useful life to the District exceeds the term of this Sublease.

(c) The District will take such action as may be necessary to include all Tenant Improvement Payments and Sublease Payments in its annual budget and annually to appropriate an amount necessary to make such Tenant Improvement Payments and Sublease Payments.

(d) To the best of the District's knowledge, there is no litigation of any kind currently pending or threatened regarding the District's use of the Site for the purposes contemplated by this Site Lease, the Sublease and the Construction Services Agreement.

(e) To the extent permitted by law, the District shall not abandon the Site for the use of which it is currently required by the District and, further, shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site is maintained under the Sublease.

SECTION 4. Representations and Warranties of Contractor

Contractor represents and warrants to the District that:

(a) Contractor is duly organized, validly existing and in good standing as a corporation and licensed contractor under the laws of the State of California, with full corporate power and authority to lease and own real and personal property.

(b) Contractor has full power, authority and legal right to enter into and perform its obligations under this Sublease, and the execution, delivery and performance of this Sublease have been duly authorized by all necessary corporate actions on the part of Contractor and do not require any further approvals or consents.

(c) The execution, delivery and performance of this Sublease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which Contractor is a party by which it or its property is bound.

(d) There is no pending or, to the best knowledge of Contractor, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Contractor to perform its obligations under this Sublease.

(e) Contractor will not mortgage or encumber the Site or the Sublease or assign this Sublease or its rights to receive Tenant Improvement Payments or Sublease Payments hereunder, except as permitted herein.

(f) Contractor has conducted a visual inspection of the Site and represents that it is familiar with the site conditions relating to construction and labor thereon and hereby indemnifies the District for any damage or omissions related to the site conditions that could have been identified during the site-visit in accordance with the indemnification contained in the General Conditions.

(g) Contractor has reviewed the Contract Documents (as that term is defined in the Construction Services Agreement) and is familiar with the contents thereof.

SECTION 5. Construction/Acquisition

(a) The District has entered into a Construction Services Agreement and the Site Lease with Contractor in order to acquire and construct the Project. The cost of the acquisition, construction and installation of the Project as well as the obligations under this Sublease are determined by the Guaranteed Maximum Price as determined in Section 5 of the Construction Services Agreement.

(b) In order to ensure that moneys sufficient to pay all costs will be available for this purpose when required, the District shall maintain on deposit, and shall annually appropriate funds sufficient to make all Tenant Improvement Payments and Sublease Payments which become due to Contractor under this Sublease, provided however that the District shall not be required to appropriate said funds in the event that the District

determines in good faith that exigent circumstances have arisen that require District to reduce its budget and not appropriate funds for the payments required hereunder. Any such failure to appropriate funds in any year subsequent to the initial year of this Sublease shall be deemed a termination for convenience and shall be subject to the provisions of the General Conditions.

SECTION 6. Payments

(a) The District shall pay Contractor the Tenant Improvement Payments and the Sublease Payments as set forth in **Exhibit A** hereof, at the office of Contractor or to such other person or at such other place as Contractor may from time to time designate in writing.

(b) If the District determines that the work is delayed so that Contractor shall not be able to deliver the work pursuant to the construction schedule required by the Construction Services Agreement (the "Construction Schedule"), the District shall be entitled to withhold a reasonable amount from the Tenant Improvement Payments and/or the Sublease Payments then due to cover the damages for delay. Once the District has determined that the work has been performed pursuant to the approved construction schedule, the District shall be obligated to release any funds withheld pursuant to this Paragraph.

(c) The obligation of the District to pay Tenant Improvement Payments and the Sublease Payments hereunder shall constitute a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds, or moneys of the District.

SECTION 7. Fair Rental Value

The Tenant Improvement Payments and the Sublease Payments shall be paid by the District in consideration of the right of possession of, and the continued quiet use and enjoyment of, the Project and the Site during the Term of this Sublease. The parties hereto have agreed and determined that such total Tenant Improvement Payments and Sublease Payments are not in excess of the fair rental value of the Project and the Site. In making such determination, consideration has been given to the fair market value of the Project and the Site, other obligations of the parties under this Sublease (including, but not limited to, costs of maintenance, taxes and insurance), the obligations under the Construction Services Agreement, the uses and purposes which may be served by the Project and the Site and the benefits therefrom which will accrue to the District and the general public, the ability of the District to make additions, modifications and improvements to the Project and the Site which are not inconsistent with the Construction Services Agreement and which do not interfere with Contractor's work on the Project and the Site.

SECTION 8. Sublease Abatement

In addition to delay of payments provided in Section 6, above, Tenant Improvement Payments and Sublease Payments due hereunder with respect to the

Project shall be subject to abatement prior to the commencement of the use of the Project or during any period in which, by reason of material damage to or destruction of the Project or the Site, there is substantial interference with the use and right of possession by the District of the Project and the Site or any substantial portion thereof. For each potential incident of substantial interference, decisions to be made on: i) whether or not abatement shall apply; ii) the date upon which abatement shall commence; iii) the applicable portion of the Tenant Improvement Payments and the Sublease Payments to be abated and; iv) the concluding date of the particular abatement shall all be subject to determinations by the District in concert with its insurance provider. Contractor's right to dispute these decisions is not impaired. The amount of abatement shall be such that the Tenant Improvement Payments and the Sublease Payments paid by the District during the period of Project restoration do not exceed the fair rental value of the usable portions of the Site. In the event of any damage or destruction to the Project or the Site, this Sublease shall continue in full force and effect.

SECTION 9. Use of Site and Project

During the Term of this Sublease, Contractor shall provide the District with quiet use and enjoyment of the Site without suit, or hindrance from Contractor or its assigns. The District will not use, operate, or maintain the Site or Project improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Sublease. The Contractor shall provide all permits and licenses, if any, necessary for the operation of the Project. In addition, the District agrees to comply in all respects (including, without limitation, with respect to the time, maintenance and operation of the Project) with laws of all jurisdictions in which its operations involving the Project may extend and any legislative, executive, administrative, or judicial body exercising any power or jurisdiction over the Site or the Project; provided, however, that the District may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not adversely affect the estate of Contractor in and to the Site or the Project or its interest or rights under this Sublease. Upon completion of the Project or severable portions thereof, as defined in the General Conditions, Contractor shall provide the District with quiet use and enjoyment of the Site without suit or hindrance from Contractor or its assigns, subject to reasonable interference from ongoing construction operations on any remaining portion of the Site under construction by Contractor.

SECTION 10. Contractor's Inspection/Access to Site

The District agrees that Contractor and any Contractor representative shall have the right at all reasonable times to enter upon the Site or any portion thereof to construct and improve the Project, to examine and inspect the Site and the Project and to exercise its remedies pursuant to Section 16 of this Sublease. The District further agrees that Contractor and any Contractor representative shall have such rights of access to the Site as may be reasonably necessary to cause the proper maintenance of the Site and the Project in the event of failure by the District to perform its obligations hereunder.

SECTION 11. Project Acceptance

The District shall acknowledge final inspection and completion of the Project by executing a Certificate of Acceptance and recording a Notice of Completion in accordance with the General Conditions. The validity of this Sublease will not be affected by any delay in or failure of completion of the Project.

SECTION 12. Alterations and Attachments

All permanent additions and improvements that are made to the Project shall belong to and become the property of Contractor, subject to the provisions of Section 20 hereof. Separately identifiable additions and improvements added to the Project by the District shall remain the property of the District. At Contractor's request, the District agrees to remove the additions and improvements and restore the Project to substantially as good condition as when acquired and constructed, normal wear and tear excepted, in the event of failure by the District to perform its obligations hereunder.

SECTION 13. Physical Damage; Public Liability Insurance

Contractor and the District shall maintain such damage and public liability insurance policies with respect to the Project and the Site as are required of them herein and by the Construction Services Agreement

SECTION 14. Taxes

The District shall keep the Project and the Site free and clear of all levies, liens, and encumbrances and shall pay all license fees, registration fees, assessments, charges, and taxes (municipal, state, and federal) if applicable, which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession, or use of the Project and the Site, excluding, however, all taxes on or measured by Contractor's income.

SECTION 15. Events of Default

The term "Event of Default," as used in this Sublease means the occurrence of any one or more of the following events: (a) the District fails to make any unexcused Tenant Improvement Payment or Sublease Payment (or any other payment) within 30 days after the due date thereof; (b) the District or Contractor fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder or under any of the Contract Documents (as that term is defined in the Construction Services Agreement), and such failure to either make the payment or perform the covenant, condition or agreement is not cured within 10 days after written notice thereof by the other party; (c) the discovery by a party that any statement, representation or warranty made by the other party in this Sublease, or in the Contract Documents (as that term is defined in the Construction Services Agreement), or in any document ever delivered by that other party pursuant hereto or in connection herewith is misleading or erroneous in any material respect; or (d) a party becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or

liquidator of the party or of all or a substantial part of its assets, or a petition for relief is filed by the party under federal bankruptcy, insolvency or similar laws.

SECTION 16. Remedies on Default

Upon the happening of any Event of Default, the non-defaulting party may exercise any and all remedies available pursuant to law or in equity or granted pursuant to this Sublease. Notwithstanding any provisions to the contrary herein, Contractor shall not under any circumstances have the right to accelerate the Tenant Improvement Payments or the Sublease Payments that fall due in future Sublease periods or otherwise declare any Tenant Improvement Payment or Sublease Payments not then in default to be immediately due and payable. Upon the occurrence of an Event of Default, the non-breaching party may elect to terminate this Sublease in accordance with the provisions contained in the General Conditions. Termination of the Construction Services Agreement shall trigger the termination of the Site Lease and this Sublease.

SECTION 17. Non-Waiver

No covenant or condition to be performed by the District or Contractor under this Sublease can be waived except by the written consent of the other party. Forbearance or indulgence by the District or Contractor in any regard whatsoever shall not constitute a waiver of the covenant or condition in question. Until complete performance by the District or Contractor of said covenant or condition, the other party shall be entitled to invoke any remedy available to it under this Sublease or by law or in equity despite said forbearance or indulgence.

SECTION 18. Assignment

Without the prior written consent of Contractor, the District shall not (a) assign, transfer, pledge, or hypothecate this Sublease, the Project and the Site, or any part thereof, or any interest therein, or (b) sublet or lend the use of the Project or any part thereof, except as authorized by the provisions of the California Civic Center Act, Education Code Section 38130 *et seq.* Consent to any of the foregoing prohibited acts applies only in the given instance and is not a consent to any subsequent like act by the District or any other person. Contractor shall not assign its obligations under this Sublease with the exception of its obligation to issue default notices and to convey or reconvey its interest in the Project and Site to the District upon full satisfaction of the District's obligations hereunder; however, the District shall pay all Tenant Improvement Payments and Sublease Payments due hereunder pursuant to the direction of Contractor or the assignee named in the most recent assignment or notice of assignment. Subject always to the foregoing, this Sublease inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors, and assigns of the parties hereto.

SECTION 19. Ownership

The Project is and shall at all times be and remain the sole and exclusive property of Contractor, and the District shall have no right, title, or interest therein or thereto except as expressly set forth herein.

SECTION 20. Sublease Prepayments/Purchase Option

(a) **Sublease Prepayments.** At any time during the Term of this Sublease, the District may make Sublease Prepayments to the Contractor of the Tenant Improvement Payments and/or Sublease Payments ("Sublease Prepayments"). No Sublease Prepayments requested by Contractor may be made by the District in an amount which exceeds the aggregate true cost to Contractor of the work on the Project completed up to the date Contractor submits the request for a Sublease Prepayment less the aggregate amount of: (1) all Tenant Improvement Prepayments and Sublease Payments previously made by the District to Contractor; (2) all Sublease Prepayments previously made by the District to the Contractor; (3) all amounts previously retained pursuant to Section 20(a)(3), below, from Sublease Prepayments previously made by the District to Contractor (unless Contractor shall have previously substituted securities for such retained amounts pursuant to Section 20(a)(3)); and (4) the retention for such Sublease Prepayment pursuant to Section 20(a)(3) hereof. Contractor must submit evidence that the conditions precedent set forth in Section 20(a)(1), below, have been met. In the event District elects to make Sublease Prepayments, the Prepayment Price, contemplated in Section 20(b), below, shall be adjusted accordingly.

(1) In the event that the District elects to make a Sublease Prepayment, the following are conditions precedent to the District's delivery of such Sublease Prepayments to Contractor pursuant to a request of Contractor:

(A) Satisfactory progress of the construction of the Project pursuant to the Time Schedule shall have been made as determined in accordance therewith.

(B) Contractor shall also submit to the District (i) duly executed conditional lien releases and waivers (in the form provided in California Civil Code Sections 8132 through 8138) from Contractor and all sub-contractors, consultants and other persons retained by Contractor in connection with the Project, whereby such persons conditionally waive all lien and stop notice rights against the District, the Project and the Project Site with respect to the pending Sublease Prepayment to be made by the District, (ii) duly executed unconditional lien releases and waivers (in the form provided in California Civil Code Sections 8132 through 8138) from Contractor and all subcontractors, consultants and other persons retained by Contractor in connection with the Project, whereby such persons unconditionally and irrevocably waive all lien and stop notice rights against the District, the Project and the Project Site with respect to all previous Sublease Prepayments made by the District, and (iii) any other items that Contractor may be required to collect and distribute to the District pursuant to the terms and provisions of the Construction Services Agreement. Contractor shall promptly pay all amounts due to each subcontractor, consultant and other person retained by Contractor in connection with the Project no later than 10 days after Contractor's receipt of a Sublease Prepayment from the District.

(2) The determination of whether satisfactory progress of the construction pursuant to the Time Schedule has occurred shall be made by the District in accordance with the General Conditions. If the District determines that pursuant to the Time Schedule the work required to be performed, as stated in Contractor's

Sublease Prepayment request, has not been substantially completed, then Contractor shall not be eligible to receive the requested Sublease Prepayment.

(3) The District shall retain an amount equal to 5% of each Tenant Improvement Payments ("retention") made at Contractor's request. Contractor shall have the right, as delineated in the General Conditions, to substitute securities for any retention withheld by the District, pursuant to the provisions of Public Contract Code Section 22300.

(b) If the District is not in default hereunder, the District shall have the option to purchase not less than all of the Project in as-is condition upon delivery of the Prepayment Price as defined herein. The Prepayment Price at any given time shall be an amount equal to the final GMP, as it may be revised from time to time, less the sum of any Tenant Improvement Payments, Sublease Payments and/or Sublease Prepayments made by the District prior to the date on which the District elects to exercise its option under this Section. The District may thereupon terminate this Sublease and Contractor shall deliver such deeds, bills of sale, assignments, releases or other instruments as District may reasonably require to reflect the transfer of all of Contractor's interest in the Project. Following the closing of the District's purchase option, the District shall retain all rights to any claim or warranty arising under the Construction Services Agreement.

SECTION 21. Indemnification

Contractor shall indemnify the District in accordance with the provisions set forth in the General Conditions during the course of construction.

SECTION 22. Construction Services Agreement and Site Lease

The Construction Services Agreement and the Contract Documents as defined therein, including the Site Lease, are incorporated by reference herein in their entirety as if fully set forth herein.

SECTION 23. Severability

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

SECTION 24. Entire Agreement

The Contract Documents enumerated in paragraph C of Section 1 of the Construction Services Agreement, which include this Sublease, constitute the entire agreement between Contractor and the District, and the Contract Documents shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

SECTION 25. Notices

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

If to Contractor:

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

If to the District:

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

With a copy to Nitasha Sawhney,

Garcia, Hernandez, Sawhney LLP
2490 Mariner Square Loop, Suite 140
Alameda, CA 94501

And with an additional copy to Scott Burkett

Caldwell Flores Winters, Inc.
1901 Victoria Avenue, Suite 106
Oxnard, CA 93035

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

SECTION 26. Titles

The captions or headings in this Sublease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Sublease.

SECTION 27. Time

Time is of the essence in this Sublease and each and all of its provisions.

SECTION 28. Applicable Law

This Sublease shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. Execution in Counterparts

This Sublease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

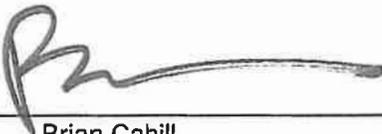
SECTION 30. District Insurance

During the period after tenant improvement completion and beneficial occupancy of the Project and before the end of the Term, the District shall purchase and maintain Commercial General Liability and Property Insurance covering the types of claims set forth below which may arise out of or result from the District's operations of the Site and for which the District may be legally responsible: (i) claims for damages because of bodily injury, occupational sickness or disease or death of the District's employees; (ii) claims for damages because of bodily injury, sickness or disease or death of any person other than the District's employees; (iii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by the District, or (b) by another person; and (iv) claims for damages, other than to the Project itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom. Such insurance shall be in the coverage amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. The insurance policy required of the District hereunder shall also name Contractor as an additional insured as its interests may appear. Such insurance shall be deemed to be primary and non-contributory with any policy maintained by Contractor and any policy or coverage maintained by Contractor shall be deemed to be excess over such insurance maintained by District.

IN WITNESS WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Sublease effective as of the date first above written.

CONTRACTOR

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

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

THE DISTRICT

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

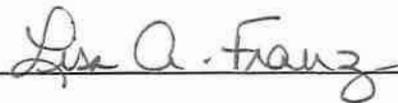
By: 
Name/Title: Lisa A. Franz, Director, Purchasing
Date: 11-7-17

EXHIBIT A

PAYMENT PROVISIONS

Tenant Improvement Payments and the Sublease Payments shall be paid monthly and the total of the Tenant Improvement Payments and the Sublease Payments made shall not exceed the amount of the GMP as defined in Section 5 of the Construction Services Agreement. Each month Contractor shall provide the District with an itemized summary (in accordance with the provisions set forth in the Project Manual) indicating the percentage of work satisfactorily performed and signed off by the District's Inspector of Record, Architect and Project Manager.

The District shall pay Contractor in accordance with the procedures set forth in the Construction Services Agreement, the Project Manual and the portion of the GMP set forth as the Tenant Improvement Payments in accordance with Section 5 of the Construction Services Agreement, based on the amount of work satisfactorily performed and signed off by the District's Inspector of Record, Architect and Project Manager according to the approved Schedule of Values, less the retention applicable to said payment all in accordance with the procedures set forth in the Construction Services Agreement and/or the Project Manual.

The District shall pay Contractor Sublease Payments in an amount to be negotiated at GMP on a per month basis. The Sublease payments shall be in consideration of the District's rental, use, and occupancy of the Project and the Site; the Sublease Payments shall include the portion of the Construction Costs financed by Contractor. The Sublease Payments shall commence with the Site Lease execution and be negotiated at GMP for a period of twelve (12) months beginning as stated in **Section 2** above.

OSD BOARD AGENDA ITEM

Name of Contributor: Ruth F. Quinto, CPA

Date of Meeting: September 22, 2021

Agenda Section: Section D: Action Items

Ratification of Amendment #003 to Agreement #17-49 with IBI Group to provide additional Architectural and Design Services for the Rose Avenue School Reconstruction Project (Quinto/Miller/CFW)

At the August 23, 2017 Board meeting, the Board of Trustees approved Agreement #17-49 for the provision of architectural/engineering services required for construction of the Rose Avenue School Reconstruction Project. Accordingly, a contract was executed between IBI Group and the District.

Subsequent to the approval of Agreement #17-49, two Amendments were approved. Amendment No. 001 approved on September 19, 2018 for additional services was for costs associated with changing construction documents to comply with funding constraints. Amendment No. 002 approved on August 21, 2019 for additional services was approved for added costs due to drawing revisions required by the geotechnical report.

As a result of the resumption of the Rose Avenue School Reconstruction Project and the required preconstruction coordination effort between the District, the Architect, and the lease/leaseback contractor to finalize the contract documents which would allow the contractor to present the Guaranteed Maximum Price (GMP), additional services from the Architect, IBI Group, were required. IBI Group has presented three proposals for additional services as follows:

The attached proposal received from IBI Group dated April 05, 2021, and titled **Proposal for added scope/additional services: Rose Avenue Elementary School, Revised Parent Drop-off, and Visitor Parking**, includes the additional costs associated with professional services needed to implement the design revisions directed by the City of Oxnard during a review of the proposed site parking. The additional cost also includes required efforts needed to coordinate with the Division of State Architects (DSA) plan checker and to obtain DSA approvals for the revisions.

The attached proposal received from IBI Group dated May 17, 2021, and titled **Proposal for Added Scope/Additional services: Rose Avenue Elementary School, Suspension of Services**, includes additional costs associated with the result of suspension of services by the District in July 2019 and resumption of services in February 2021, approximately 390 workdays, requiring an adjustment to the remaining fees to account or costs associated with the restart of the project and increases in billing rates.

The attached proposal received from IBI Group dated May 28, 2021, and titles **Proposal for Added Scope/Additional Services: Rose Avenue Elementary School, District Revisions**, includes additional costs associated with the changes to the DSA approved drawings requested during the meetings with District personnel as a result of the preconstruction coordination efforts between the District, the

Architect, and the lease/leaseback contractor.

FISCAL IMPACT:

One Hundred Twenty-Two Thousand Six Hundred Fifty Dollars and Zero Cents (\$122,650.00) to be paid to IBI Group under Board approved Master Agreement #17-49 from Master Construct and Implementation Funds allocated from the project budget as approved by the Board in the June 23, 2021 Six-month update.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Amendment #003 to Agreement #17-49 for additional Architectural Services for the Rose Avenue School Reconstruction Project.

ADDITIONAL MATERIALS:

- Attached:** [Amendment #003 \(3 Pages\)](#)
- [Proposal dated 4-5-2021 \(9 Pages\)](#)
- [Proposal dated 5-17-2021 \(2 Pages\)](#)
- [Proposal dated 5-28-2021 \(10 Pages\)](#)
- [Master Agreement #17-49, IBI Group \(118 Pages\)](#)

Amendment No. 003 to Architect Services Agreement #17-49

The Architect Services Agreement (“Agreement”) #17-49 entered into on August 23, 2017, by and between the Oxnard School District (“District”) and IBI Group (“Architect”), is hereby amended by the parties as set forth in this Amendment No. 003 to the Architectural Services Agreement (“Amendment”) that is incorporated herein for all purposes.

RECITALS

WHEREAS, the District retained Architect to provide architectural and design services for the Rose Avenue Reconstruction Project (“Project”) of the District’s Facilities Implementation Plan.

WHEREAS, the Architect has completed the design work for the Project and submitted the construction documents to the Division of the State Architect (“DSA”) for their review;

WHEREAS, DSA has reviewed the Project plans and has stamp-approved the construction plans;

WHEREAS, the Board of Trustees has taken certain actions to approve the construction of the Rose Avenue School campus;

WHEREAS, upon consideration of the proposed additional Design Services including Architectural, MEP Engineering, Civil Engineering, and Landscape Architectural, the timing of those modifications, the District requires amending the scope of work of IBI Group to design, engineer and coordinate the completion of the new school incorporating the additional work contemplated by the District Administration;

WHEREAS, the Board recognizes that the timing of the various components of work must all be approved by DSA;

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

AMENDMENT

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

SECTION 5.2.3 Additional Compensation for Rose Avenue School Reconstruction Project revised Scope of Work. The Architect agrees to perform the Basic Services as described in the original Agreement, and Exhibit “F” thereto, with respect to the Project. Architect agrees to deliver the deliverables identified in Exhibit “C” of the original Agreement for the Project. In consideration for the amended basic services and deliverables, Architect agrees to be compensated an additional flat “all-in” Basic Fee for the additional work totaling:

- A. Forty Thousand Eight Hundred Dollars and Zero Cents (\$40,800.00) for Amendment No. 003 and the attached proposal received from IBI Group dated April 5, 2021, is to provide additional professional services to incorporate changes to plans to the Parent Drop-off and Visitor Parking as required based on a meeting with the City of Oxnard requiring modifications to the developed site plans. The City of Oxnard is requiring revisions to the site plan to incorporate parallel parking in the on-site drive isle as discussed in a meeting on April 19, 2019. Professional services will include coordination with civil engineers, landscape architectural design, MEP engineers and architectural design services to complete design revisions required for the completion of Parent Drop-off and Visitor Parking. Amendment No. 003 also includes coordination and management of DSA plan review process and obtaining DSA approval for these changes.**
- B. Twenty Thousand Eight Hundred Fifty Dollars and Zero Cents (\$20,850.00) for Amendment No. 003 according to the attached proposal from IBI Group dated May 17, 2021, is for additional services due to the suspension of services and costs to re-start the design work related to the Rose Avenue Elementary School Reconstruction. In July 2019 IBI Group was notified that, due to funding issues, the DSA approved plans and the coordination effort with the lease/lease-back contractor was put on hold. In February 2021 IBI Group was notified that the District has again elected to move forward with the project. Per the architectural service agreement dated August 24, 2017, Article 6.1.3, Temporary Suspension of Services, if services are suspended by the District for greater than 120 days compensation shall be equitably adjusted for expenses to resume services. The total laps of services that occurred was approximately 390 workdays.**
- C. Sixty-One Thousand Dollars and Zero Cents (\$61,000.00) for Amendment No. 003 according to the attached proposal from IBI Group dated May 25, 2021 added scope and additional services related to the Rose Avenue Elementary School Reconstruction. Based on multiple meetings with Oxnard School District representatives, the District requested significant revisions to the previously DSA approved plans completed in 2019. These changes included, but are not limited to, changes to specifications, irrigation/landscaping revisions, plan modifications to all buildings and significant modifications to AV/IT systems throughout the campus. Additional work was required by the architectural design services, landscape architectural design services, MEP engineering design services, and foodservices design services. The services included issuing multiple addenda to the contract drawings as a result of the requested changes.**

The combined sum for the additional services total:

**One Hundred Twenty-Two Thousand Six Hundred Fifty Dollars and Zero Cents
(\$122,650.00)**

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

The Parties agree that all other provisions of the Architectural Services Agreement entered into and executed by the Parties on August 23, 2017 remain in full force and effect. Architect agrees that any provisions, limitations and exclusions in its proposal, Exhibit "F" hereto, are stricken for all purposes and

are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.

IN WITNESS THEREOF, the Parties hereto execute this Amendment No. 003 and represented that each has authority to do so on the dates set forth below:

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date:

IBI GROUP:

By: _____
Craig Atkinson, Principal Architect

Date:



April 05, 2021

Scott Burkett, Sr. VP
Caldwell Flores Winters, Inc.
815 Colorado Blvd, Suite 201
Los Angeles, CA 90041

***Proposal for Added Scope / Additional Services:
Rose Avenue Elementary School, Revised Parent Drop-off and Visitor Parking***

Dear Scott:

Based on our meeting with the city of Oxnard, where we discussed modifications to the student drop-off and visitor parking area, we are presenting you with this proposal for additional services for modifications to the site plan. As discussed, the on-site drive isle is to incorporate the parallel parking currently located along Driskill Street. Revisions to the site plan will be based on our sketch presented during our last meeting on April 19, 2019. IBI Group is requesting the approval of additional services and fees to proceed with the incorporation of the proposed revision upon approval of the currently submitted plans with DSA. Per Article 4 of the master Agreement with OSD, dated August 24, 2017.

Added scope is identified below:

SCOPE OF WORK:

Architectural Design Services

- Revisions to the architectural site plan incorporating the current off-site parking within the on-site student drop-off drive isle
- Coordination with respective consultants
- Attend meeting with the City of Oxnard to finalize plan approval
- Coordinate DSA CCD

Civil Engineering Design Services

- Revise approved DSA plans accommodating the revised parent drop-off/visitor parking configuration
 - Precise Grading & Drainage Plans
 - Site Utility Plans
 - Erosion Control Plans
- Coordinate DSA CCD

Landscape Architectural Design Services

- Revise approved DSA plans accommodating the revised parent drop-off/visitor parking configuration
 - Landscape Construction Plan
 - Planting Plan
 - Irrigation Plan

MEP Engineering Design Services

- Revise approved DSA plans accommodating the revised parent drop-off/visitor parking configuration
 - Revise MEPFP Plans

Scope Exclusions

- Work not specifically identified above.

Revision Schedule: The incorporations of the proposed revisions to the project plans will commence upon the approval of this additional services request by the District. Upon completion of the revised plans IBI Group will coordinate the CCD submittal and review process with DSA to gain the necessary approvals. Additionally, IBI Group will coordinate the plan update and respond to RFI inquiries with the builder.

Compensation: We propose to provide the above referenced services for the following fixed fee of **\$40,800** (Thousand Eight Hundred Dollars).

Invoices shall be submitted monthly based on percentage completed of the authorized phases.

Thank you for reviewing this proposal, we look forward to the opportunity to continue to provide services for the revised project. Please call if you have any questions or comments.

This fee is inclusive of all reimbursable expenses. Please contact me if you have any questions.

Sincerely,
IBI GROUP

Craig Atkinson, AIA, LEED AP, NOMA
Director | Senior Principal – California Education



Andrew Miller, AIA
Associate Principal | Education Buildings

Acceptance Date

Scott Burkett, Senior VP
Caldwell, Flores Winters, Inc.

Attachments:



Project: Rose Elementary School - Add Service 2
Proposed Fee Summary

Date: April 05, 2021

IBI Group Hourly Rates

Position/Title	Hourly Rate
Principal Architect II	\$ 295
Project Manager	\$ 190
Project Architect	\$ 125
Specification Writer	\$ 160
Sr. CADD/BIM Draftsman	\$ 110
CADD/BIM Draftsman	\$ 90
Administrative Support	\$ 80

IBI Group Fee Breakdown

No	Phase	Fixed Fee	Estimated Man Hours						
			Principal Arch II	Project Manager	Project Architect	Specification Writer	Sr. CADD/BIM Draftsman	CADD/BIM Draftsman	Administrative Support
			\$ 295	\$ 190	\$ 125	\$ 160	\$ 110	\$ 90	\$ 80
1	Revise Parent/Visitor Parking								
	Additional Site Investigation	\$ 1,430		3	4			4	
	Design Revisions	\$ 6,595	1	6	24			24	
	Additional Design Meetings (1)	\$ 2,800	4	4	4			4	
	Additional Meeting City/Fire	\$ 3,340	4	4	4			10	
	Technical Specification Revisions	\$ 1,120				6			2
	Coordination	\$ 1,930		3	8			4	
	Subtotal DSA	\$ 17,215	9	20	44	6	0	46	2
2	Bidding GMP								
	Pre-Bid RFI / Addendum / CCD	\$ 5,050		6	10			26	4
	Review GMP Pricing - Multiple Packages	\$ -							
	Subtotal DSA Bidding & Award	\$ 5,050	0	6	10	0	0	26	4
3	Construction Administration								
	Review Additonal RFC's	\$ -							
	Additonal Weekly Meetings (9)	\$ -							



Project: Rose Elementary School - Add Service 2
Proposed Fee Summary

Date: April 05, 2021

	Preparation of Punchlist (1 Additional)	\$ -							
	Final Punchlist Inspection	\$ -							
	Subtotal Construction Administration	\$ -	0	0	0	0	0	0	0
4	Project Closeout								
	DSA Closeout Documentation	\$ -							
		\$ -							
	Subtotal Project Closeout	\$ -	0	0	0	0	0	0	0
	Total A/E Fees								
	Total Architectural Fee	\$ 22,265							
	Subconsultant Fees								
	Total Civil Fee	\$ 7,000	Brandow Johnston - Revise Grading, Utility & Erosion Control Plans						
	Total Landscape Fee	\$ 1,950	Oasis - Revise landscape, Planting & Irrigation Plans						
	Total Structural Fee	\$ -	N/A						
	Total MEP/Audiovisual Fee	\$ 6,511	Roshanian - Revise Plans and Site Photometric						
	Architectural Consultant Fee Mark-up (20% of total consultant fees)	\$ 3,092							
	Total A/E Fee	\$ 40,818							

PROJECT: Rose ES

DATE: April 26, 2019

REQUESTED BY: Janvi Kanani, AIA
IBI Group

SIGN AND RETURN ONE COPY TO: Brandow & Johnston

SCHEDULED START: April 26, 2019

DESCRIPTION OF ADDITIONAL SERVICES:

Pursuant to your request, **Brandow & Johnston** (B&J) is submitting for your approval this request for authorization of additional services, related to engineering design and coordination for the above mentioned project.

The work associated with these tasks is a result of additional civil engineering services required for the project that were not included in our original scope of work. The additional scope of work is as follows:

Civil:

- Revise approved DSA plans to accommodate revised parent drop off/visitor parking configuration
 - Precise Grading & Drainage Plans
 - Site Utility Plans
 - Erosion Control Plans
- Coordinate DSA CCD

The civil engineering work associated with these tasks will be performed at a fixed fee basis, per the scope elements listed hereon. The budget associated with this request is our best estimate of time and effort involved in the requested scope of work.

The following elements shall be included in the civil engineering scope of work for completion of these supplemental services to accommodate the additional scope.

ENGINEERING FEE: \$ 7,000

The above-mentioned work will be performed on a fixed-fee basis, plus standard reimbursables (e.g. prints, messenger service, etc.), in accordance with the General Terms of our original Agreement. Should additional time and cost become necessary we will obtain your approval for amended budget prior to conducting the work.



Should this proposal meet your approval, please sign below, and return it to our office, as an authorization to invoice these additional services. We understand that you will be processing an amendment to the contract for this work, as a part of B&J existing open agreement, and it will be forthcoming within 30 days of your initial approval.

Approved and accepted in accordance with the General Terms of Agreement:

BRANDOW & JOHNSTON (B&J HBK, Inc.)
A California Corporation
James Pearson, S.E., President

CLIENT:
ADDRESS:

By: _____
Ed Melo, P.E. C80534
Director of Civil Engineering

By: _____
Name:
Title:

CLIENT, PLEASE RETURN ONE SIGNED COPY OF AGREEMENT AS AUTHORIZATION TO PROCEED AND SEND ALL AGREEMENT RELATED CORRESPONDENCE TO:

Ed Melo, P.E.
Director of Civil Engineering
Brandow & Johnston
700 South Flower Street, Suite 1800
Los Angeles, CA 90017
emelo@bjsce.com



AMENDMENT # 2
AGREEMENT FOR LANDSCAPE ARCHITECTURE SERVICES

Rose Avenue Elementary School Reconstruction
Oxnard, California

17 March 2021 Revised

This Amendment ("Change Order") for additional services is made to the original Agreement between IBI Group ("Client"), and Oasis Associates, Inc. ("Consultant"), dated 25 August 2017, for the referenced project:

JOB DESCRIPTION AND LOCATION

Project Name: Rose Avenue Elementary School Reconstruction
Project Location: Oxnard, California
Original Scope of Work: Schematic Design, Design Development, Construction Documents, Bidding Phase, Construction Phase and Project Close Out

ADDITIONAL SCOPE OF WORK

Client and Oasis agree to amend the previously executed proposal/agreement, as follows:

Task – Revision to the Landscape Construction Plan, Planting Plan and Irrigation Plan

1. Prepare revisions to the landscape construction plan, planting plan, and irrigation plan due to the relocation of the northerly drive entry along Driskill Street and subsequent re-design of the parking lot/drop-off area. Please note, the new drive entry location will require the relocation of an existing water meter, pump and necessitate the re-design of the ballfield turf irrigation.

PROFESSIONAL FEES

The professional fee to perform this scope change is an additional \$1,950.00 and will be added to the original contract.

All other terms and conditions that are not hereby amended are to remain in full force and effect.

If this change order meets your approval, please sign below where indicated and return to our office. This will signify your agreement to and acceptance of the amendment, and serve as our notice-to-proceed.

OASIS ASSOCIATES, INC.

Michael Cripe, ASLA
Principal Landscape Architect

AGREED AND ACCEPTED:

IBI GROUP

Signature: _____

Printed Name: _____

Date: _____

c: 17-0061

May 1, 2019

Mr. Craig Atkinson AIA, LEED AP
Principal
IBI Group
315 West 9th Street, Suite 600
Los Angeles CA 90015-4206

RE: Rose Avenue K-5 School Reconstruction, Oxnard School District
Additional Services #2

Dear Mr. Atkinson:

Our fee proposal for additional services in regard to new Phasing Scope Shall be per following:

1.01 SCOPE OF ADDITIONAL SERVICES:

The Driskill street parking Layout changes per new site plan.

1. Revise MEPFP drawings,
2. This change does not affect the DSA Drawings. This change will be done via an addendum or CCD at a later date.

1.02 FEES:

- A. The lump Sum fees for Electrical, Mechanical, Plumbing and Fire Protection Engineering Services shall be per following:

Electrical/Technology/Audio-Visual/Security	\$5,011
Mechanical/Plumbing/Fire Protection	\$1,500
Total- MEPFP Engineering Fee:	\$6,511

Should the foregoing meet with your approval, please sign and kindly return one signed copy to our office.

Sincerely



May 1, 2019

Alan Roshanian, P.E., CEO
Roshanian and Associates, Inc.

Date

APPROVED:

BY: _____

Date

TITLE: _____



May 17, 2021

Scott Burkett, Sr. VP
Caldwell Flores Winters, Inc.
815 Colorado Blvd, Suite 201
Los Angeles, CA 90041

***Proposal for Added Scope / Additional Services:
Rose Avenue Elementary School, Suspension of Services***

Dear Scott:

In July of 2019 we received communication from CFW that Oxnard School District had decided to put our DSA approved plans for the replacement school at Rose Avenue Elementary School on hold pending future funding. At that time we suspended any additional development of this project, wrapping up current issues in preparation to put the project on hold. In February of 2021, we were notified that the District had again elected to move forward with this project. Per our architectural services agreement dated August 24, 2017, Article 6.1.3 Temporary Suspension of Services, if services are suspended by the District for greater than 120 days our compensation shall be equitably adjusted for expenses to resume services.

As a result of the suspension of services by the District a total lapse of approximately 390 work days has occurred. As such we are requesting an adjustment to our remaining fee to account for costs associated with the restart of the project and increases in our hourly billing rates

Added scope is identified below:

SCOPE OF WORK:

Resuming Design Services

- 5% Fee Adjustment of Remaining Fee(\$417,071) Due to Temporary Suspension of Services as compensation for restarting the project and change in billing rates.

Scope Exclusions

- Work not specifically identified above.

Compensation: We propose the following compensation for the above referenced services for the following fixed fee of **\$20,850** (Twenty Thousand Eight Hundred and Fifty Dollars).

Invoices shall be submitted monthly based on percentage completed of the authorized phases.

Thank you for reviewing this proposal, we look forward to the opportunity to continue to provide services for the revised project. Please call if you have any questions or comments.

This fee is inclusive of all reimbursable expenses. Please contact me if you have any questions.

Sincerely,
IBI GROUP



Andrew Miller, AIA
Associate Principal | Education, Buildings

Acceptance Date

Scott Burkett, Senior VP
Caldwell, Flores Winters, Inc.

Attachments:



May 28, 2021

Scott Burkett, Sr. VP
Caldwell Flores Winters, Inc.
815 Colorado Blvd, Suite 201
Los Angeles, CA 90041

***Proposal for Added Scope / Additional Services:
Rose Avenue Elementary School, District Revisions***

Dear Scott:

Based on multiple meetings with the Oxnard School District, the District has expressed several revisions to our previously approved plans. These requests include, but are not limited to, changes to specifications, irrigation/landscape revisions, plan modifications to all buildings, and significant modifications to AV/IT systems throughout the campus.

IBI Group is requesting the approval of additional services and fees to proceed with the incorporation of the District requested scope of work listed below to our currently DSA approved plans and specifications. Per Article 4 of the master Agreement with OSD, dated August 24, 2017.

Added scope is identified below:

SCOPE OF WORK:

Architectural Design Services

- Building A
 - plan revisions to incorporate MDF
- Building B
 - Revise plan to incorporate additional Dry Storage, view to Serving Area from Kitchen
 - Provide additional drinking fountain in Serving Area
 - Add monitor to Serving Line
- Building C
 - Reconfigure 2nd floor IDF to be on each level
 - Relocate MDF to Bldg A
- Update Identified Specifications

Landscape Architectural Design Services

- Revise irrigation specification and equipment
- Replace planting material per District direction

MEP Engineering Design Services

- Revise mechanical plans to eliminate inline exhaust fans

- Provide infrastructure for fixed sound system in MPR
- Relocate MDF to Administration Building
- Split current 2nd floor IDF room at Building C to provide IDF room on both levels
- CCTV: District to revised/additional locations
- Provide exterior electrical/data receptacle at Courtyard
- Building A Conference Room: Provide monitor infrastructure
- MPR Service Line: provide 65" monitor with data/power
- MPR Multipurpose Room: provide 2 access points
- Building A Work Room: Provide telephone line(fax) to copier
- Building C Media Center: Provide additional access point
- Building C Media Center: Provide infrastructure for AV system
- Building C Media Center: Confirm power/data to monitor
- Building C Typical Classroom: Revise/update power/data
- Provide 6 pair of single mode and 6 pair of multimode data
- Add HDMI connections at all TV's
- Update Specification and equipment selections on drawings

Foodservice Design Services

- Building B – Kitchen/Serving Line
 - Increase Dry Storage for additional paper storage
 - Provide additional baker rack and push carts
 - Provide double glass door utility refrigerator
 - Provide full size warming cabinets
 - Switch locations of the 3-compartment sink and prep sink
 - Provide double sided milk cooler
 - Provide revised display case designed for healthier student friendly options

Scope Exclusions

- Work not specifically identified above.

Revision Schedule: The incorporations of the proposed revisions to the project plans will commence upon the approval of this additional services request by the District. Upon completion of the revised plans IBI Group will coordinate an addendum submittal and review process with DSA to gain the necessary approvals. Additionally, IBI Group will coordinate an addendum distribution of this scope of work during the bidding phase.

Compensation: We propose to provide the above referenced services for the following fixed fee of **\$61,000** (Sixty-One Thousand Dollars).

Invoices shall be submitted monthly based on percentage completed of the authorized phases.

Thank you for reviewing this proposal, we look forward to the opportunity to continue to provide services for the revised project. Please call if you have any questions or comments.

This fee is inclusive of all reimbursable expenses. Please contact me if you have any questions.

Sincerely,
IBI GROUP



Andrew Miller, AIA
Associate Principal | Education, Buildings

Acceptance _____ Date

Scott Burkett, Senior VP
Caldwell, Flores Winters, Inc.

Attachments:

- Fee Summary – 5/28/2021
- Roshanian & Associates – 5/20/2021
- Webb Foodservice – 5/3/2021



Project: Rose Elementary School - Add Service 5
Proposed Fee Summary

Date: May 28, 2021

IBI Group Hourly Rates

Position/Title	Hourly Rate
Principal Architect II	\$ 295
Project Manager	\$ 190
Project Architect	\$ 125
Specification Writer	\$ 160
Sr. CADD/BIM Draftsman	\$ 110
CADD/BIM Draftsman	\$ 90
Administrative Support	\$ 80

IBI Group Fee Breakdown

No	Phase	Fixed Fee	Estimated Man Hours						
			Principal Arch II	Project Manager	Project Architect	Specification Writer	Sr. CADD/BIM Draftsman	CADD/BIM Draftsman	Administrative Support
			\$ 295	\$ 190	\$ 125	\$ 160	\$ 110	\$ 90	\$ 80
1	District Revisions								
	Building A Plan Revisions	\$ 8,615	1	6	12		32	24	
	Building B Plan Revisions	\$ 8,615	1	6	12		32	24	
	Building C Plan Revisions	\$ 5,595	1	4	8		24	10	
	Technical Specification Revisions	\$ 2,170				5	4	5	6
	Coordination	\$ 2,505		3	7		8	2	
	<i>IBI Subtotal</i>	\$ 27,500	3	19	39	5	100	65	6
	Total A/E Fees								
	Total Architectural Fee	\$ 27,500							



Project: Rose Elementary School - Add Service 5
 Proposed Fee Summary

Date: May 28, 2021

	Subconsultant Fees								
	Total Civil Fee	\$ -	N/A						
	Total Landscape Fee	\$ -	N/A						
	Total Structural Fee	\$ -	N/A						
	Total MEP/Audiovisual Fee	\$ 28,500	Roshanian - Revise Plans						
	Total Foodservice Fee	\$ 5,000	Webb Foodservice Design						
	<i>Total A/E Fee</i>	\$ 61,000							

May 20, 2021

Mr. Craig Atkinson AIA, LEED AP
Principal
IBI Group
315 West 9th Street, Suite 600
Los Angeles CA 90015-4206

RE: Rose Avenue K-5 School Reconstruction, Oxnard School District
Additional Services #3

Dear Mr. Atkinson:

Our fee proposal for additional services per following:

1.01 SCOPE OF ADDITIONAL SERVICES:

Revise MEPFP drawings, per below.

1. Revise mechanical plans to eliminate inline exhaust fans.
2. Provide infrastructure for fixed sound system in MPR
3. Relocate MDF to Administration Building
4. Split current 2nd floor IDF room at Building C to provide IDF room on both levels
5. CCTV: District to revised/additional locations
6. Provide exterior electrical/data receptacle at Courtyard
7. Building A Conference Room: Provide monitor infrastructure
8. MPR Service Line : provide 65" monitor with data/power
9. MPR Multipurpose Room : provide 2 access points
10. Building A Work Room : Provide telephone line(fax) to copier
11. Building C Media Center : Provide additional access point
12. Building C Media Center : Provide infrastructure for AV system
13. Building C Media Center: Confirm power/data to monitor
14. Building C Typical Classroom : Revise/update power/data
15. Provide 6 pair of single mode and 6 pair of multimode data
16. Add HDMI connections at all TV's
17. Update Specification and equipment selections on drawings.

1.02 FEES:

- A. The lump Sum fees for Electrical, Mechanical, Plumbing and Fire Protection Engineering Services shall be per following:



Electrical/Technology/Audio-Visual/Security	\$ 24,500.00
Mechanical/Plumbing/Fire Protection	\$ 4,000.00
Total- MEPFP Engineering Fee:	\$28,500.00

Should the foregoing meet with your approval, please sign and kindly return one signed copy to our office.

Sincerely

May 20, 2021

Alan Roshanian, P.E., CEO
Roshanian and Associates, Inc.

Date

APPROVED:

BY: _____

Date

TITLE: _____



May 3, 2021

FOODSERVICE ADDITIONAL SERVICES AGREEMENT

This agreement between **Webb Foodservice Design** and

IBI Group
1001 Wilshire Blvd., Suite 100-3100
Los Angeles CA 90017

Webb Foodservice Design agrees to furnish Design Services for:

Oxnard School District
Rose K-5 School, Additional Services
Oxnard, CA

PROJECT DESCRIPTION & SCOPE:

IBI Group has requested a foodservice additional service proposal from Webb Foodservice Design (Webb) for the Oxnard School District Rose K-5 School project. This fee proposal is based on the requested changes as listed below:

- Updates to design Foodservice documents per the following revisions requested by the district:
 - Increase the dry storage for additional paper storage.
 - Provide additional bakers rack and push cars within the space.
 - Provide a double glass door Utility refrigerator.
 - Warming Cabinets to be full size versus 3/4 size.
 - Switch the location of the 3 compartment sink and the prep sink.
 - Provide a double sided milk cooler.
 - Provide a different type of display case for healthier kid friendly option.
- It is expected that a Health Department resubmittal is not necessary for these revisions.

Webb will work in collaboration with the design team and project stakeholders to update and revise the foodservice design and documentation.

**Foodservice
Design**

P 714.508.1880
1530 S. Lewis St.
Anaheim, CA 92805
webbfd.com

ADDITIONAL SERVICES PHASE:

- Meetings:
 - Coordination meetings: 2 (via video conference)
- Review equipment selections w/ end users
- Provide sketches and potential options to design team
- Equipment floor plan revisions
- Equipment schedule revisions
- Plumbing rough-in plan revisions
- Electrical rough-in plan revisions
- Building works plan revisions
- Custom equipment elevations (blocked-out) updated
- Equipment cut sheet book updates
- Equipment specification revisions
- Equipment budget updates

FEE SCHEDULE:

The fees for the above services are as follows:

Foodservice Design:	
Additional Services	\$5,000.00
Total	\$5,000.00

Meetings:	
Via Video Conference	2
Total	2

HOURLY COMPENSATION RATES:

Principal	\$250.00
Associate Principal	\$200.00
Project Manager	\$175.00
Designer	\$175.00
Associate Project Manager	\$150.00
Job Captain	\$125.00
Administration	\$100.00

PAYMENT:

Per AIA Document. Project will be billed monthly or upon completion of each design phase.

Revisions after completion of approved design and/or designer services not specified above will require an additional fee.

LIMITATIONS:

This proposal is subject to acceptance within ninety (90) days from the date listed within.

Should the project be cancelled or stopped, the hourly rates indicated above will apply for all work performed to date and will be due at that time of cancelation, as well as, any reimbursable expenses incurred.

Should the project be postponed and then restarted in a period exceeding ninety (90) days from the date of written notice of stop work, we reserve the right to renegotiate our fee.

AGENTS RESPONSIBILITIES: Agent is defined as **IBI Group**

- A. Agent and/or agents architect shall provide all information and architectural plans concerning requirements for the project and/or building.
- B. It is understood that the construction documents, plans and designs provided by Webb Foodservice Design under the terms of this contract are neither architectural, nor structural in nature and pertain only to the requirements of the fixtures and equipment necessary to the operation of the foodservice facility. The plans shall not include structural, mechanical, acoustical, electrical, heating, ventilation and air conditioning engineering.
- C. Agent and/or agents architect shall deliver plans to appropriate agencies for their approval. Webb Foodservice Design will assist in plan check responses, revisions and changes.
- D. Foodservice design is not a licensed or registered profession; therefore, the drawings and specifications cannot be stamped or signed. If plans and specifications are required to be stamped or signed, it will become the responsibility of the project architect.

COPYRIGHT:

All documents, designs and specifications are the property of Webb Foodservice Design and are fully protected under current copyright laws.

LIMITATION OF LIABILITY:

COMPENSATION. NEITHER WEBB FOODSERVICE DESIGN AND ITS CONSULTANTS, NOR THEIR AGENTS OR EMPLOYEES SHALL BE JOINTLY, SEVERALLY OR INDIVIDUALLY LIABLE TO THE OWNER OR CLIENT IN EXCESS OF THE COMPENSATION TO BE PAID PURSUANT TO THIS AGREEMENT BY REASON OF ANY ACT OR OMISSION, INCLUDING BREACH OF CONTRACT OR NEGLIGENCE NOT AMOUNTING TO A WILLFUL OR INTENTIONAL WRONG.

LAW THAT IS GOVERNED:

This agreement is governed by the law of the principal, place of business of Webb Foodservice Design 1530 S Lewis St, Anaheim, California 92805.

AMENDMENT TO AGREEMENT AND OTHER AGREEMENTS:

This agreement can only be amended by a written document signed by both parties and supersedes any oral or written agreements arrived at prior to this agreement.

Webb Foodservice Design

IBI Group

Gina M. Brinegar, FCSI, CFSP
Principal

Accepted by:
Date:

OSD AGREEMENT #17-49

AGREEMENT FOR ARCHITECTURAL SERVICES

BETWEEN

IBI Group

AND

OXNARD SCHOOL DISTRICT

August 24, 2017

FOR

Reconstruction of Rose Avenue K-5 School

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AGREEMENT FOR ARCHITECTURAL SERVICES

PREAMBLE

This Agreement for Architectural Services (“**Agreement**”) is entered into on this **24th** day of **August, 2017** by and between **IBI Group**, an architectural firm that employs architects licensed to work in the State of California (collectively and individually, the “**Architect**”), with a business address at **4119 Broad Street, Suite 210, San Luis Obispo, CA 93401** 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 **August 24, 2017**. 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 by 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, as amended by the District in its sole discretion.

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 **“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.
- 1.1.42 **“MOU”** shall mean a memorandum of understanding.
- 1.1.43 **“Notice of Completion” or “NOC”** shall mean the legal notice filed with the County Recorder after completion of construction project.
- 1.1.44 **“OPSC”** shall mean the Office of Public School Construction of the State of California.

1.1.45 “Phase” when used without the word “Construction” shall mean the various phases of architectural work described in this Agreement.

1.1.46 “Potential Change Order” or “PCO” shall mean is a written document before it has been approved and effected by the contractor and owner.

1.1.47 “Principal(s)” shall mean individual(s) who are participating owners of the Architect and are authorized to act on behalf of the firm.

1.1.48 “Project” shall mean the project described hereinafter in Section 3.

1.1.49 “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.

1.1.50 “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.

1.1.51 “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.

1.1.52 “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.

1.1.53 “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.

1.1.54 “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.

1.1.55 “SAB” shall mean the State Allocation Board of the State of California.

1.1.56 “Schematic Design Phase” shall have the meaning set forth in Exhibit B.

1.1.57 “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.

1.1.58 “SWPPP” shall mean Storm Water Prevention and Pollution Plan.

1.1.59 “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 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 C**. 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 C** if such modifications become necessary due to any errors or omissions of the Architect or the Architect Consultants.

4.2.7 Minutes of Progress Meetings. The Architect will note discussions during progress meetings concerning any Services and will provide a draft copy of the minutes.

4.2.8 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.

4.2.9 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.

4.2.10 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.

4.2.11 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.

4.2.12 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.

4.2.13 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.

4.2.14 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.

4.2.15 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.

4.2.15.1 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 **Exhibits C & D.**

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. It is understood and agreed that if the Architect performs any services which it claims are Additional Services without receiving prior written approval from the District Board of Trustees, the Architect shall not be paid for such claimed 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, (iii) necessary to comply with applicable laws, rules, or regulations, or (iv) revisions required under Section 4.2.15.1.

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 90 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:

**One Million Five Hundred Ninety-Eight Thousand and Ninety Dollars and No Cents
(\$1,598,090.00)**

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 **Exhibits C & D**, 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 C**) 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 two percent (2%) of the Basic Fee.:

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 C**.

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 D**, 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 ROSE ELEMENTARY SCHOOL RECONSTRUCTION PROJECT**. 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 110% of the approved 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 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 written 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 C** 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 C** 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 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 claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, its officers, employees, consultants, subconsultants or agents.

11.1.2 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 such actions or proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, its officers, employees, consultants, subconsultants or agents, 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.

11.1.3 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 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, if applicable, 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.

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 With respect to the Commercial General Liability policy and Professional Liability policy the insurers 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.

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
Attn: Cesar Morales - Superintendent
1051 South A Street
Oxnard, CA 93030

TO ARCHITECT:

IBI Group
Attn: Craig Atkinson - Principal Architect
315 W. 9th Street, Suite 600
Los Angeles, CA 90015

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, non-discriminations laws (including federal and state laws), and any and 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 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 E** 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.

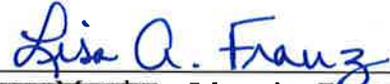
15.13 EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

NOW, THEREFORE, the parties, through their authorized representatives, have executed this Agreement on the dates indicated under their respective signatures.

Architect

By: 
Craig Atkinson
Title: Principal Architect
Date: 8/24/2017

District

By: 
~~XXXXXXXXXXXX~~ Lisa A. Franz
Title: ~~Superintendent~~ Director, Purchasing
Date: 9-7-17

Architect

By: 
David Chow
Title: Western Regional Director
Date: 8/24/2017

EXHIBIT "A"

PROJECT



Date: April 14, 2017

To: William Tuculet
IBI Group Inc.
4115 Broad St. Suite B6
San Luis Obispo, CA 93401

From: Jeremy Cogan, Assistant Vice President
CFW, Inc.

Subject: **Architect Selection Package for Rose Avenue K-5 Reconstruction Project and New Seabridge K-5 School**

Dear Mr. Tuculet,

The Board of Trustees of the Oxnard School District adopted a Master Construct and Implementation Program on January 18, 2017, including a proposed project plan for the **Reconstruction of Rose Avenue K-5 School** and the **Construction of a New Seabridge K-5 School**. The Board has approved the budget and schedule for the projects and has directed Caldwell Flores Winters, Inc. to proceed with assignment of the design work for each project to a prequalified architectural firm. We are pleased to introduce at this time a Request for Architecture Services for these projects.

The Rose K-5 project consists of a complete reconstruction of the existing Rose campus with an entirely new set of facilities, built according to modern State code, District specifications, 21st century educational program requirements, and to a 750-student capacity. The Seabridge project includes a new school designed as a 630-student K-5 school by State loading standards along with a joint use project with the City of Oxnard to construct park space immediately adjacent to the school area. In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is requesting a 'Re-Use of Plans' effort for the projects. Minimizing re-design efforts required for code compliance, and other regulatory requirements, is a critical aspect of this effort, so projects that have been designed and constructed under current building codes should be prioritized where possible.

New facilities for the projects include two-story classroom buildings, libraries, administration spaces, multipurpose rooms, playfields, hard courts, and support spaces. For the Rose site, the new school would be constructed in the current play field areas allowing for instruction to continue at the older facility until completion of the replacement school. Once completed, the older structures would be demolished and new play fields and remaining support facilities would be constructed in their place.

6425 CHRISTIE AVENUE, SUITE 270
EMERYVILLE, CA 94608
(510) 596-8170

815 COLORADO BLVD, SUITE 201
LOS ANGELES, CA 90041
(323) 202-2550

1901 S. VICTORIA AVENUE, SUITE 106
OXNARD, CA 93035
(805) 263-6544

At the Seabridge site, the new school facilities, parking and drop off would be constructed along the western portion of the site neighboring Tradewinds Drive allowing the opportunity for a joint use park on the eastern portion along Seabridge Lane.

At this time, we anticipate that the design phase for the Rose project to commence in June 2017 and be submitted to the Division of the State Architect (DSA) in November 2017. For the Seabridge project, design efforts anticipated to commence in August 2017 and be submitted to DSA by January 2018, with construction anticipated to commence by November 2018 and be substantially complete by April 2020. Due to anticipated funding availability at Rose, construction is scheduled to commence by August 2020 and work on the new school facilities is expected to be substantially complete by January 2022.

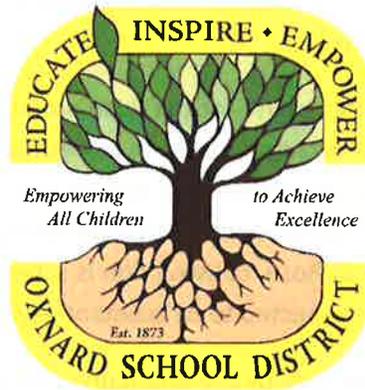
The budgets for both projects were approved by the Board upon adoption in January 2017 of the Master Construct and Implementation Program. The approved budget for Rose includes an estimated Guaranteed Maximum Price of \$22,116,673, and a total "all-in" cost of \$30,209,510 in current dollars. The approved budget for Seabridge includes an estimated Guaranteed Maximum Price of \$20,831,163, and a total "all-in" cost of \$28,568,432 in current dollars.

A process for assigning a qualified architectural firm to the projects has been created to ensure the best use of design team talent, and is described herein. Firms may elect to participate in selection processes for either project or both projects. Any decision will not affect future opportunities with the Oxnard School District. Specific proposal parameters, requirements, and submittal guidelines are included. Please review the attached Request for Architectural Services and submit your response by **1:00 p.m. PDT on Friday May 12, 2017** in PDF format, via email to: Jeremy Cogan, Assistant Vice President, Caldwell Flores Winters, Inc. at jcogan@cfwinc.com.

If you have any questions, please direct them to Jeremy Cogan, CFW at (323) 202-2550.

Sincerely,

Caldwell Flores Winters, Inc.



Oxnard School District
Architect Selection Package
Reconstruction of Rose K-5 School and
Construction of New Seabridge K-5 School

Prepared by:



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ARCHITECT SELECTION PACKAGE

I. PROJECT DESCRIPTION: DESIGN & RECONSTRUCT ROSE AVENUE K-5 SCHOOL

ORIENTATION

Rose Avenue Elementary School, located at 220 South Driskill Street, is a 9.3-acre school site and was constructed in 1965. The Rose school site is adjacent to single family homes to the north along Santa Lucia Avenue and La Puerta Avenue to the south. The site is surrounded by residential homes to the north, west, and south and bordered by commercial uses to the east. The school operated a Kindergarten through fifth grade education program during the 2015-2016 school year with 31 permanent classrooms and 3 portable classrooms housing 745 students. All existing facilities on the site are located on the northern half of the property.

PROJECT REQUIREMENTS

The District's 2012 Facilities Master Plan (FMP) assessed Rose Avenue Elementary as needing extensive modernization to existing classrooms, the MPR/food services building, electrical and other utilities, playfields, vehicular areas, lunch shelters and play equipment. The construction of a new media center was also recommended. The total cost per the FMP for Rose's modernization was estimated at \$24.5 million in 2012 dollars. This finding was recognized by the 2016 Master Construct Program, as well as the Master Construct and Implementation Program adopted by the Board in January 2017, which instead directs the construction of a new facility based on the Board's adopted specifications estimated to be \$30.2 million in current dollars estimated during the 2016-17 fiscal year.

The new school will be designed as a 750-student capacity K-5 school by State loading standards, and includes a two-story classroom building, library, administration space, multipurpose room, playfields, hard courts, and support spaces. The new school will be constructed in the current play field areas allowing for instruction to continue at the older facility until completion of the replacement school. The new facility may be accessed from a new parking and drop-off provided along La Puerta Avenue. Once completed, the older structures are to be demolished and replaced with new playgrounds, hard courts, and play fields.

The District is currently engaged in development and execution of various construction activities which is expected to continue for the next five years. Design activities must be completed and the plans submitted to the Division of State Architect (DSA) at the earliest date possible and by no later than November 2017. Funding for construction will utilize a mix of sources that include the State School Facilities Program (SFP). Due to anticipated funding availability, construction is scheduled to commence by August 2020 and work on the new school facilities is expected to be substantially complete by January 2022.

DESIGN APPROACH

In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is considering a 'Re-Use of Plans' effort for this project. The proposing architectural firms should carefully review the content of this selection package, specifically the approved Educational Specifications and Project Budgets enclosed, and select at least two (2) best-fit options for re-use of plans that have been previously approved by DSA, successfully

constructed within the last 5 years, and have detailed construction cost documentation available. Minimizing re-design efforts required for code compliance, and other regulatory requirements is a critical aspect of this effort, so projects that have been designed and constructed under current building codes should be prioritized where possible.

Architectural firms may select specific components from a variety of approved projects, however such proposals must include a general design showing how the various elements connect to create a cohesive campus concept for the Rose site. In all cases, design teams should carefully review requests for information (RFI's), submittals, agency review comments, and any other issues that created delays or added cost to the original project, to ensure that the appropriate solutions are pro-actively incorporated into the new Rose elementary school design. The proposals should include a brief "lessons learned" narrative from the construction issues that arose when the design was previously built.

The District will also entertain and consider proposals that are not based on a re-use of plans, nevertheless firms proposing custom designed plans will be held to the same standard as those proposing a site-adapted re-use with regard to specifications, ability to meet budget, and anticipated design savings.

METHOD OF DELIVERY

A lease-leaseback (LLB) method of delivery may be utilized for the project as determined by the Board. The contractor will participate in the project early on to provide constructability reviews of proposed designs, cost estimates, preliminary construction schedules, and a site logistics strategy to help create a design that is both inspiring, functional and meets the District's budget and timeline. Design teams should be prepared to describe past experience with the LLB project delivery method, and suggestions for improving the process.

DESIGN CONSIDERATION & PROJECT VISION

Rose is among the oldest schools in the District and is an integral part of the Oxnard community. The design team should be thoroughly familiar with the K-5 education program, learning objectives, and other qualitative functions and features intended for the future use of the site. Proposed designs should draw attention to the unique qualities and opportunities available to future parents and their children, should they choose the Rose K-5 education program as their school of choice. Successful designs will clearly demonstrate how 'form follows function' in such a way as to promote effective 21st century learning environments for students.

The K-5 Rose School has an educational focus on Science and Wellness. Students participate in project based learning experiences with an emphasis on horticulture, eco-systems, and agriculture while incorporating technology into the study of science. Every student and teacher at the school is currently issued a mobile computing device (e.g. iPad) for instructional use in the classroom as well as at home throughout the year. Students learn from experts and experience authentic content that will strengthen the foundation for their participation in academy programs at the middle school level and beyond. The program regularly engages students and experts in on-going conversations through various electronic media sources. The District has formed a vision for the form and function of facilities that is intended to guide schematic design. All classrooms and labs in the new Rose facility must be designed and built to accommodate this program at the K-5 grade levels and enable 21st century methods of teaching and learning. To this end, the District has formed a vision for the form and function of facilities that is intended to guide design.

Furthermore, proposals should integrate design elements, including themes, color schemes, and functions that meaningfully reflect the 'look and feel' of the surrounding neighborhood and overall community within the limitations of the project budget and schedule. Proposals should include the following:

- Description of community-oriented design approaches
- Design features to be accentuated reflective of the neighborhood and the community of Oxnard
- Specific elements/themes/functions that reflect the existing character of the surrounding neighborhood
- Supporting information as to why particular design approaches/elements were selected, and the prospective impact on the community and the student learning experience

It is important for the design team to be mindful of the culture and character of the Rose community, and awareness of this historical and multi-faceted community impact should be thoughtfully included in the proposed design.

Attachment A describes the proposed vision and specifications, including design details for each type of room in the new facility. **Design teams are expected to understand and apply the attached vision to their work on the Project** and provide evidence of this understanding within the submittal requirements posed at the end of this Request for Architectural Services.

Examples of common design features include open plan classrooms that maximize floor space, mobile storage furnishing in lieu of built-in casework, floor to ceiling track-mounted sliding panel markerboards, multiple wall-mounted HDTVs, and agile tables, desks, chairs, stools, lecterns, and other items that are comfortable to use, easy to reposition, and promote collaboration and flexibility. Please note that the costs for all required furniture, fixtures, and equipment in the classrooms and labs have been included within the “all-in” project cost discussed in the Master Budget.

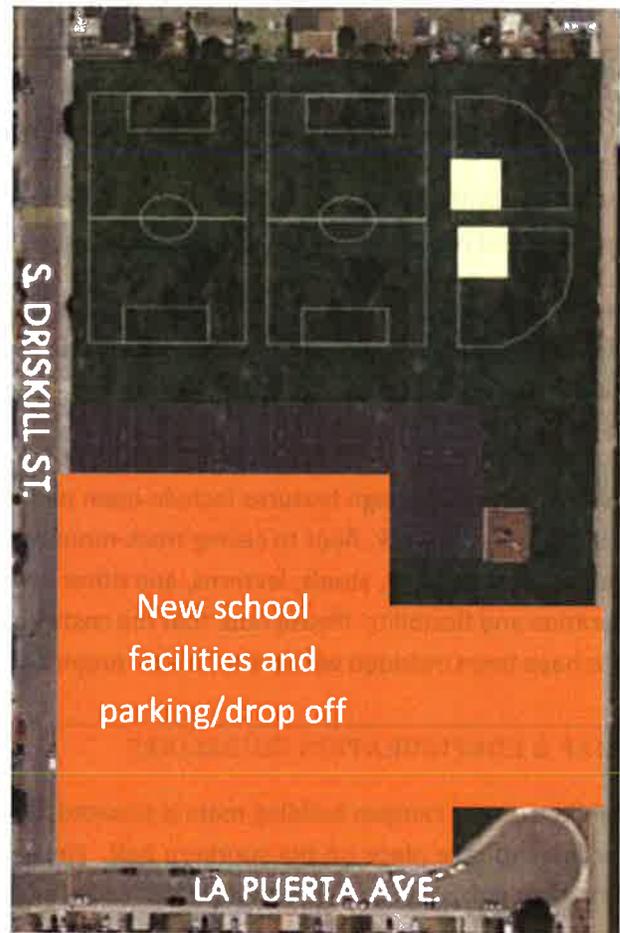
SITE MAP & CONFIGURATION GUIDELINES

Most of the current campus building mass is situated along the northern half of the site and thus permits construction of new facilities to take place on the southern half. Once the new campus is complete, demolition of the old campus will accommodate playfields on the remaining half of the site. Design teams are encouraged to explore configuration options that provide efficient traffic flow and reduce the impact of building massing on nearby homes.

The diagram that follows is for conceptual purposes only and does not indicate the actual placement of new school facilities. Design teams should identify the best configuration of classrooms, support facilities, pedestrian orientation, vehicular circulation, and play areas to maximize the value and cost-efficiency of the new campus. Final placement of the proposed site has not yet been determined, so proposals should thoughtfully consider site configurations that are mindful of access requirements, proximity to existing uses and neighboring facilities, and promoting the most efficient use and integration of space.

No interim housing beyond existing buildings will be required as the site will continue to operate within existing facilities that will be demolished once facilities are completed as determined by the Board. The existing student population will be relocated to the new K-5 facility upon its completion. There is a goal to minimize the cost of additional interim facilities to accommodate the new construction of facilities throughout the District.

EXISTING (LEFT) AND CONCEPTUAL (RIGHT) CONFIGURATION OF ROSE AVENUE K-5 SCHOOL



APPROVED EDUCATIONAL SPECIFICATIONS & BUDGET

The specifications that follow reflect Board approved Educational Specifications and a Board approved 750-student capacity by state loading standards for the Rose project per the Master Construct and Implementation Program. To address this capacity in the proposed design first requires prospective Design teams to recognize the variation in State loading standards under the School Facility Program with regard to each type of pupil grant offered. For example, classrooms loaded with a standard educational program for grades K-5 are assumed to house 25 pupils per room. Separately, SDC (Special Day Classroom) Non-Severe has a State loading standard of 13 pupils per classroom and SDC Severe has a State loading standard of 9 pupils per classroom.

It is the District's intent for the 750-student capacity of the site to be observed, with students housed in the quantity of classrooms required relative to program requirements. During the design process the District will evaluate the full needs of its Special Education Program and, in particular, the severely handicapped component of the Special Education Program will require further evaluation.

The following approved Educational Specifications are to be applied to the project for initial cost estimating purposes, however the actual room counts and specific uses will be adjusted and determined pursuant to anticipated State funding based on the number and specific type of pupil grants to be utilized for Special Education Program students. The District reserves the opportunity to make adjustments to required classroom facilities as may be needed pursuant to its Special

Education Program and as may be funded pursuant to the State's School Facilities Program new construction grants for SDC severe and SDC non-severe uses.

Use of certain spaces, including specific adjustments to functionality, design, and adjacency, are specifically described in Attachment A. Architects are advised to observe changes desired by the District between the current application of these specifications, and previous schools constructed by the District.

SPACE	AREA	UNITS	TOTAL
Classroom	960	25	24,000
Kindergarten	1,120	4	4,480
Special Ed/RSP/Speech	960	2	1,920
Teaching Space (Total Sq. Ft.)			30,400
Flex Room	150	1	150
Counselor Room	150	1	150
Psychologist Room	150	1	150
Teaching Support Space (Total Sq. Ft.)			450
Workroom/Storage	200	2	400
Toilets	65	4	260
Equipment Storage	100	1	100
Kindergarten Support Space (Total Sq. Ft.)			760
Lobby/Waiting	300	1	300
Reception/Clerical	75	2	150
Principal's Office	200	1	200
Admin Assistant	75	1	75
Conference Rm	250	1	250
Work/Main Copy Room	250	1	250
Health Office	100	1	100
Nurse/Health Clerk	75	1	75
Health Office Toilet	65	1	65
Workroom/Lounge	600	1	600
Kitchenette/Vending	150	1	150
Staff Toilets	195	2	390
Parent/Multi-Purpose/Workroom	300	1	300
Storage Room	100	1	100
Administrative Space (Total Sq. Ft.)			3,005

SPACE	AREA	UNITS	TOTAL
Circulation Desk	50	1	50
Work/Processing Room	200	1	200
Storage Room	100	1	100
Reading Room	900	1	900
Story Telling Nook	400	1	400
Stacks	400	1	400
Textbook Storage	200	1	200
Small Breakout Room	100	3	300
Tech Work/Storage Rm	150	1	150
Library and Resource Center (Total Sq. Ft.)			2,700
Multipurpose Room	3,500	1	3,500
Chair/Table Storage	200	1	200
Control Room	75	1	75
Music Platform	1,400	1	1,400
Instrument Storage Room	200	1	200
Serving/Prep Kitchen	350	1	350
Walk-in Refrigerator & Freezer	75	2	150
Dry Storage	75	1	75
Locker Alcove	50	1	50
Office/Workstation	75	1	75
Toilet/Changing	75	1	75
Custodial Services	100	1	100
Multipurpose Facility (Total Sq. Ft.)			6,250
Lunch Shelter	2,800	1	2,800
Kindergarten Shade Structure	1,200	1	1,200
Restrooms	2,200	1	2,200
TOTAL CLASSROOMS		31	
TOTAL BUILT AREA (SQ. FT.)			49,765

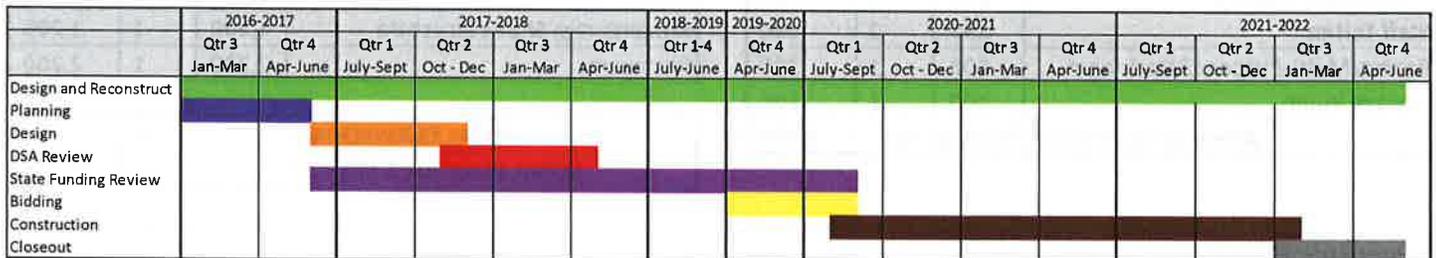
SUMMARY BUDGET:

The construction budget (projected Guaranteed Maximum Price, or "GMP") for the project is \$22,116,673, inclusive of general conditions and requirements, contractor fees and overhead. The soft costs identified below include design fees, consulting services, testing and inspection services, agency approval fees, etc. The total "all in" budget for the site is \$30,209,510 estimated in current dollars for the fiscal year ending June 2017 (including contingencies, and both hard and soft costs), including demolition and site work.

Rose Avenue K-5 School Reconstruction		Net Total	Unit	Budget
Teaching Space (27 classrooms and 4 Kindergarten)		30,400	sf	
Teaching Support (RSP, speech, psychologist, flex office)		450	sf	
Kindergarten Support (workroom, toilets, storage)		760	sf	
Administrative Space		3,005	sf	
Library and Resource Center		2,700	sf	
Multipurpose Facility		6,250	sf	
Lunch Shelter		2,800	sf	
Kindergarten Shade Structure		1,200	sf	
Restrooms		2,200	sf	
	Specification Subtotal	49,765	sf	
Building Support & Circulation (18%)		8,958	sf	
Electrical, mechanical, custodial, storage, etc				
Stairways, elevator, covered corridors				
	Building Total	58,723	sf	
Site work, including playfields and parking				
Demolition of existing campus				
General Conditions and Requirements				
Contractor's Bond, CCIP, Risk, and Insurance				
Contractor's Fee and Overhead, Construction Contingency				
	Total Hard Costs / GMP Value			\$22,116,673
Soft Costs				
21st Century Classroom and Support Facility FF&E (approx. 6% of hard cost)				
Professional Services (e.g. architect/engineering/other consulting fees)				
Agency fees, Inspection (IOR)				
Environmental, Legal				
Project Contingency				
Other (e.g. preliminary testing, energy analysis, misc.)				
	Total Soft Costs			\$8,092,837
	"All-in" budget			\$30,209,510

SUMMARY TIMELINE & SCHEDULE:

The construction schedule and academic schedule may require that both new and old portions of the campus be in operation simultaneously. Confirming that existing site utilities have adequate capacity for this simultaneous use will be a critical component of achieving a successful project. Design teams are encouraged to engage Civil Engineering consultants early on in the process in this regard. The schedule chart below is based on the District's fiscal year calendar, in which Q1 of FY2017 effectively begins July 1, 2016, and Q4 of FY2017 effectively ends June 30, 2017.



- Design & Reconstruct Rose K-5 School:**
- DSA Submittal: November, 2017
 - Start Construction: August, 2020
 - End Construction: January, 2022

ORIENTATION

The District acquired the Seabridge school site in June 2013 for the construction of a future K-5 school facility and has filed a grant application with the State Office of Public School Construction (OPSC) for reimbursement of site acquisition costs. The site is approximately 8.8 acres and is located on the southside of the 4100 block of Wooley Road. The site is bounded by Wooley Road to the north, mixed-use development on the west, Seabridge Lane on the east, and a boat channel of the Channel Islands Harbor on the south. The District completed a 2010 Initial Study and Mitigated Negative Declaration pursuant to the California Environmental Quality Act (CEQA).

PROJECT REQUIREMENTS

The new school will be designed as a 630-student K-5 school by State loading standards and include a 25-classroom campus with a library, multipurpose room, hard court play areas, and required support spaces. It is also intended operate its play fields adjacent to the school area as a joint use project with the City of Oxnard. Ongoing meetings involving the District and City of Oxnard continue to coordinate aspects of the property development, including the developer's request for a drainage retention basin on the District's property and design requirements of the joint use park. These activities are also being coordinated with the District's legal counsel.

The District is currently engaged in the development and execution of various construction activities which is expected to continue for the next five years. Design activities must be completed and the plans submitted to the Division of State Architect (DSA) at the earliest date possible and by no later than February 2018. Funding for construction will utilize a mix of sources that include the State School Facilities Program (SFP). Construction is scheduled to commence by November 2018 and work on the new school facilities is expected to be substantially complete by April 2020.

DESIGN APPROACH

In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is considering a 'Re-Use of Plans' effort for this project. The District will also entertain and consider proposals that are not based on a re-use of plans, nevertheless firms proposing custom designed plans will be held to the same standard as those proposing a site-adapted re-use with regard to specifications, ability to meet budget, and anticipated design savings.

Architectural firms proposing a re-use should carefully review the content of this selection package, specifically the approved Educational Specifications and Project Budgets enclosed, and select at least two (2) best-fit options for re-use of plans that have been previously approved by DSA, successfully constructed within the last 5 years, and have detailed construction cost documentation available. Minimizing re-design efforts required for code compliance, and other regulatory requirements is a critical aspect of this effort, so projects that have been designed and constructed under current building codes should be prioritized where possible. Architectural firms may select specific components from a variety of approved projects, however such proposals must include a general design showing how the various elements connect to create a cohesive campus concept for the Seabridge site as well as meet the unique requirements of the project, site location, Coastal Commission restrictions, and other considerations as may be relevant. In all cases, design teams should carefully review requests for information (RFI's), submittals, agency review comments, and any other issues that created delays or added cost to the original project, to ensure that the appropriate solutions are pro-actively incorporated into the new Seabridge elementary school design. The proposals should include a brief "lessons learned" narrative from the construction issues that arose when the design was previously built.

METHOD OF DELIVERY

A lease-leaseback (LLB) method of delivery may be utilized for the project as determined by the Board. The contractor will participate in the project early on to provide constructability reviews of proposed designs, cost estimates, preliminary construction schedules, and a site logistics strategy to help create a design that is both inspiring, functional and meets the District's budget and timeline. Design teams should be prepared to describe past experience with the LLB project delivery method, and suggestions for improving the process.

DESIGN CONSIDERATION & PROJECT VISION

The design team should be thoroughly familiar with the District's educational specifications K-5 education and 21st century learning environments. Successful designs for the new school site will clearly demonstrate how 'form follows function' in such a way as to promote effective 21st century learning environments for students.

Students are anticipated to participate in project based learning experiences with every student and teacher at the school utilizing an iPad for instructional use in the classroom as well as at home throughout the year. Students learn from experts and experience authentic content that will strengthen the foundation for their participation in academy programs at the middle school level and beyond. The District's educational program regularly engages students and experts in on-going conversations through various electronic media sources. The District has formed a vision for the form and function of facilities that is intended to guide schematic design. All classrooms and labs in the new Seabridge facility must be designed and built to accommodate this program at the K-5 grade levels and enable 21st century methods of teaching and learning. To this end, the District has formed a vision for the form and function of facilities that is intended to guide design.

Furthermore, proposals should integrate design elements, including themes, color schemes, and functions that meaningfully reflect the 'look and feel' of the surrounding neighborhood and overall community within the limitations of the project budget and schedule. Proposals should include the following:

- Description of community-oriented design approaches
- Design features to be accentuated reflective of the neighborhood and the community of Oxnard
- Specific elements/themes/functions that reflect the existing character of the surrounding neighborhood
- Supporting information as to why particular design approaches/elements were selected, and the prospective impact on the community and the student learning experience

It is important for the design team to be mindful of the existing architectural style and character of the surrounding Seabridge areas. Surrounding uses include agriculture to the north, mixed-use development to the west, single-family residential waterfront development to the south, and commercial retail to the east.

Attachment A describes the proposed vision and specifications, including design details for each type of room in the new facility. **Design teams are expected to understand and apply the attached vision to their work on the Project** and provide evidence of this understanding within the submittal requirements posed at the end of this Request for Architectural Services.

Examples of common design features include open plan classrooms that maximize floor space, mobile storage furnishing in lieu of built-in casework, floor to ceiling track-mounted sliding panel markerboards, multiple wall-mounted HDTVs, and agile tables, desks, chairs, stools, lecterns, and other items that are comfortable to use, easy to reposition, and promote collaboration and flexibility. Please note that the costs for all required furniture, fixtures, and equipment in the classrooms and labs have been included within the "all-in" project cost discussed in the Master Budget.

SITE MAP & CONFIGURATION GUIDELINES

The diagram that follows is for conceptual purposes only and indicates a preliminary approach to usage of the site in compliance with California Coastal Commission requirements as well as anticipated community access to a joint use park space. In addition to the need to recognize access requirements to playfields and the coastline, proposing firms are advised to consider options to promote building placements and configurations that improve the District's ability to secure the site given limitations on site perimeter fencing. Attention will be paid to the architectural firm's strategy and approach for compliance with anticipated California Coastal Commission requirements. The District has completed prior California Environmental Quality Act (CEQA) findings through an Initial Study and Mitigated Negative Declaration report completed for the site in November 2010 and may be found at the following link: [2010 Initial Study and Mitigated Negative Declaration](#). As previously discussed, coordination efforts involving the District and City of Oxnard continue, including a potential drainage retention basin on the District's property and the design requirements for the joint use park.

Design teams should identify the best configuration of classrooms, support facilities, pedestrian orientation, vehicular circulation, and play areas to maximize the value and cost-efficiency of the new campus. Proposals should thoughtfully consider site configurations that are mindful of access requirements, proximity to existing uses in the Seabridge community, and promoting the most efficient use and integration of space.

EXISTING (LEFT) AND CONCEPTUAL (RIGHT) CONFIGURATION OF SEABRIDGE



APPROVED EDUCATIONAL SPECIFICATIONS & BUDGET

The specifications on the following page reflect Board approved Educational Specifications and the Board approved 630-student capacity for the Seabridge K-5 project per the Master Construct and Implementation Program and should be addressed in the proposed design. The approved specifications reflect certain anticipated restrictions as to the size and student population of this compact site and are based on State classroom loading standards of 25 students per standard classroom. With a total of 25 classrooms loaded to approximately 25 students each, a state loading of 625 students can be achieved, closely matching the approved specification.

It is the District's intent for the 630-student capacity of the site to be observed, with students housed in the quantity of classrooms required relative to program requirements. The following approved Educational Specifications are to be applied to the project for initial cost estimating purposes, however the actual room counts and specific uses will be adjusted and determined pursuant to anticipated State funding based on the number and specific type of pupil grants to be utilized. The District reserves the opportunity to make adjustments to required classroom facilities as may be needed pursuant to its Education Program (e.g. Special Education) and as may be funded pursuant to the State's School Facilities Program new construction grants.

Use of certain spaces, including specific adjustments to functionality, design, and adjacency, are specifically described in Attachment A. Architects are advised to observe changes desired by the District between the current application of these specifications, and previous schools constructed by the District.

SPACE	AREA	UNITS	TOTAL
Classroom	960	20	19,200
Kindergarten	1,120	4	4,480
Special Ed	960	1	960
Teaching Space (Total Sq. Ft.)			24,640

RSP/Speech Room	480	1	480
Flex Room	150	1	150
Counselor Room	150	1	150
Psychologist Room	150	1	150
Teaching Support Space (Total Sq. Ft.)			930

Workroom/Storage	200	2	400
Toilets	65	4	260
Equipment Storage	100	1	100
Kindergarten Support Space (Total Sq. Ft.)			760

Lobby/Waiting	300	1	300
Reception/Clerical	75	2	150
Principal's Office	200	1	200
Admin Assistant	75	1	75
Conference Rm	250	1	250
Work/Main Copy Room	250	1	250
Health Office	100	1	100
Nurse/Health Clerk	75	1	75
Health Office Toilet	65	1	65
Workroom/Lounge	600	1	600
Kitchenette/Vending	150	1	150
Staff Toilets	195	2	390
Parent/Multi-Purpose/Workroom	300	1	300
Storage Room	100	1	100
Administrative Space (Total Sq. Ft.)			3,005

SPACE	AREA	UNITS	TOTAL
Circulation Desk	50	1	50
Work/Processing Room	200	1	200
Storage Room	100	1	100
Reading Room	900	1	900
Story Telling Nook	400	1	400
Stacks	400	1	400
Textbook Storage	200	1	200
Small Breakout Room	100	3	300
Tech Work/Storage Rm	150	1	150
Library and Resource Center (Total Sq. Ft.)			2,700

Multipurpose Room	3,500	1	3,500
Chair/Table Storage	200	1	200
Control Room	75	1	75
Music Platform	1,400	1	1,400
Instrument Storage Room	200	1	200
Serving/Prep Kitchen	350	1	350
Walk-in Refrigerator & Freezer	75	2	150
Dry Storage	75	1	75
Locker Alcove	50	1	50
Office/Workstation	75	1	75
Toilet/Changing	75	1	75
Custodial Services	100	1	100
Multipurpose Facility (Total Sq. Ft.)			6,250

Lunch Shelter	2,800	1	2,800
Kindergarten Shade Structure	1,200	1	1,200
Restrooms	2,200	1	2,200

TOTAL CLASSROOMS		25	
TOTAL BUILT AREA (SQ. FT.)			44,485

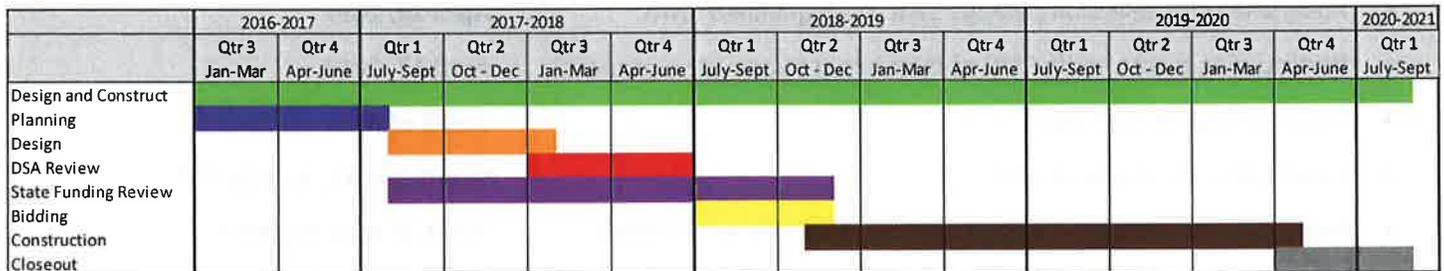
SUMMARY BUDGET:

The construction budget (projected Guaranteed Maximum Price, or "GMP") for the project is \$20,831,163, inclusive of general conditions and requirements, contractor fees and overhead. The soft costs identified in the following table include design fees, consulting services, testing and inspection services, agency approval fees, etc. The total "all in" budget for the site is \$28,568,432 estimated in current dollars for the fiscal year ending June 2017 (including contingencies, and both hard and soft costs), including site work.

New Seabridge K-5 Elementary School		Net Total	Unit	Budget
Teaching Space (21 classrooms and 4 Kindergarten)		24,640	sf	
Teaching Support (RSP, speech, psychologist, flex office)		930	sf	
Kindergarten Support (workroom, toilets, storage)		760	sf	
Administrative Space		3,005	sf	
Library and Resource Center		2,700	sf	
Multipurpose Facility		6,250	sf	
Lunch Shelter		2,800	sf	
Kindergarten Shade Structure		1,200	sf	
Restrooms		2,200	sf	
	Specification Subtotal	44,485	sf	
Building Support & Circulation (18%)		8,007	sf	
Electrical, mechanical, custodial, storage, etc				
Stairways, elevator, covered corridors				
	Building Total	52,492	sf	
Site work, including playfields and parking				
General Conditions and Requirements				
Contractor's Bond, CCIP, Risk, and Insurance				
Contractor's Fee and Overhead, Construction Contingency				
	Total Hard Costs / GMP Value	\$20,831,163		
Soft Costs				
21st Century Classroom and Support Facility FF&E (approx. 6% of hard cost)				
Professional Services (e.g. architect/engineering/other consulting fees)				
Agency fees, Inspection (IOR)				
Environmental, Legal				
Project Contingency				
Other (e.g. preliminary testing, energy analysis, misc.)				
	Total Soft Costs	\$7,737,269		
	"All-in" budget	\$28,568,432		

SUMMARY TIMELINE & SCHEDULE:

The schedule chart below is based on the District's fiscal year calendar, in which Q1 of FY2017 effectively begins July 1, 2016, and Q4 of FY2017 effectively ends June 30, 2017.



Design & Construct Seabridge K-5 School:

- DSA Submittal: January, 2018
- Start Construction: November, 2018
- End Construction: April, 2020

III. METHOD OF SELECTION

ASSIGNMENT PROCESS:

Each prequalified firm can elect, or decline, to participate in the assignment process for both the Rose Avenue K-5 Reconstruction Project and the New Seabridge K-5 School. Firms may elect to submit proposals that are responsive to either project or both projects. Any decision will not affect future opportunities with the Oxnard School District. Firms should carefully review the detailed information and submittal requirements contained within this package.

Teams that wish to visit the Rose site to make further observations will be notified of the opportunity for a site visit. CFW will organize a single tour of the Rose site for all interested teams. Please do not visit the Rose site without coordinating with CFW. At this time, a tour of the Seabridge site is not anticipated.

Once the proposal deadline has passed, the District, via its program manager, will begin arranging interviews with firms that have submitted a complete and germane response for one or both of the planned school projects. The design firms should include staff assigned to the project in the interview process. One interview process per firm will be held. For example, should a firm submit a proposal for both projects, one interview with that firm would be held to discuss both projects should the District deem the proposal suitable for interview.

The interview results will be considered along with the proposed design, estimated fee amounts, estimated cost of construction, quality of staff, level of understanding of the project parameters, and creativity of the proposed approach to meet educational specifications without sacrificing the quality of the finished product. Site visits to referenced projects may be conducted with the highest ranked firm(s). Design teams must coordinate in advance a potential site visit at each proposed "re-use" site with the site staff and district facilities department as required to ensure that all sites are on stand-by for a site visit during the times allotted in the schedule below, should the District choose to visit the site(s).

SELECTION SCHEDULE

The following is a projection of tentative milestone dates for selection:

- Rose/Seabridge selection package sent to prequalified firms: **April 14, 2017**
- Participating teams notify CFW of their intent to provide a proposal: **April 17, 2017**
- Potential tour of Rose Site: **Week of April 17, 2017**
- Rose/Seabridge responses due: **May 12, 2017, by 1:00 PM**
- Review of submittals and Rose/Seabridge interviews completed:
(tour may be requested of site(s) proposed for "re-use") **Week of May 15, 2017**
- Recommended selection for Rose/Seabridge announced: **Week of May 22, 2017**
- Board action on recommended Rose firm/execution of contract: **June 21, 2017 or thereafter**
- Board action on recommended Seabridge firm/execution of contract: **August 2, 2017 or thereafter**

The District reserves the right to modify the above schedule at its sole discretion.

SUBMITTAL FORMAT & REQUIREMENTS

General Information: Architects responding to one or both projects are required to provide a single set of responses with regard to General Information about their firm’s capabilities, prior experience, and past projects. This information should include, but need not be limited to, the following:

1. Briefly summarize similar projects completed by your firm within the last five years that closely match the proposed project(s) as referenced in the Project Description(s).
2. Provide any recommendations that improve the functionality and effectiveness of the project (s), particularly with regard to delivering the proposed educational program.
3. Discuss ways in which your proposed design strategies can help to meet or accelerate the proposed timelines of the project(s).
4. Discuss the firm’s experience with the District’s preferred delivery method of using a Lease-leaseback contractor, in comparison with other delivery methods within the firm’s experience.

Site-Specific Information: Architects are required to include a unique and separate response to the following site specific questions for each project they intend to propose for selection by the District. This information should include, but need not be limited to, the following:

1. Detailed review of 2-3 proposed “re-use” projects, indicating whether an entire project, or a combination of several projects are best-suited to be “re-used” for the Rose and/or Seabridge projects. Where a firm is not proposing re-use, recent similar projects may be referenced in-lieu. Project details should include:
 - a. Narrative of “lessons learned” from each of the projects identified. Narrative should include commentary of RFIs, agency comments, inspection requirements, or other challenges that had to be overcome to produce a successful project;
 - b. Discussion of the complexities of “re-use” or the challenges inherent in creating an untested design and how your firm intends to integrate lessons learned to enhance the quality of the proposed design;
 - c. Confirmation that the design firm has made preliminary arrangements to secure site approval for a visit to review completed project(s) identified, to be toured upon further request by the District and CFW.
2. Discuss the role of the Firm’s proposed assigned personnel, the strengths and experience they bring to the Rose and/or Seabridge projects, and their level of participation to be expected on the project(s). If submitting for both projects, please specify staff for each project
3. Provide a line item conceptual cost estimate for the firm’s proposed design concepts for the Rose and/or Seabridge projects. Separate cost estimates should be provided for each project. A grand total cost should be provided as a basis for comparison with the “all-in” project budget that integrates hard and soft costs. The estimate should include:
 - a. Your understanding of project details by component, unit, and unit cost in a table format; including a detailed construction cost and schedule analysis. See “Attachment B” – Reconstruction of Rose Avenue K-5 Cost Comparison Sheet and “Attachment C” – New Seabridge K-5 Cost Comparison Sheet
 - b. Adequate notation specifying significant assumptions of the cost estimate(s);
 - c. A separate line item identifying the cost for FF&E the project(s);
 - d. Values in current dollars only—do not escalate your estimates; and

- e. Written comments, if the firm believes it is necessary to communicate information in the tables, however, the priority shall be in delivering the data in a format that maintains compatibility with Microsoft Excel.

Proposal Format

Proposals should be formatted to effectively address the following issues in as much detail as necessary to fulfill each request. Each proposal should have a single cover letter briefly discussing the firm's conceptual understanding of the project(s) and identifying design fees inclusive of all architectural design services to satisfy and achieve DSA approval for the project(s) as well as ongoing services required during construction. The fee should include integrated space planning services sufficient to achieve interior and exterior FF&E components.

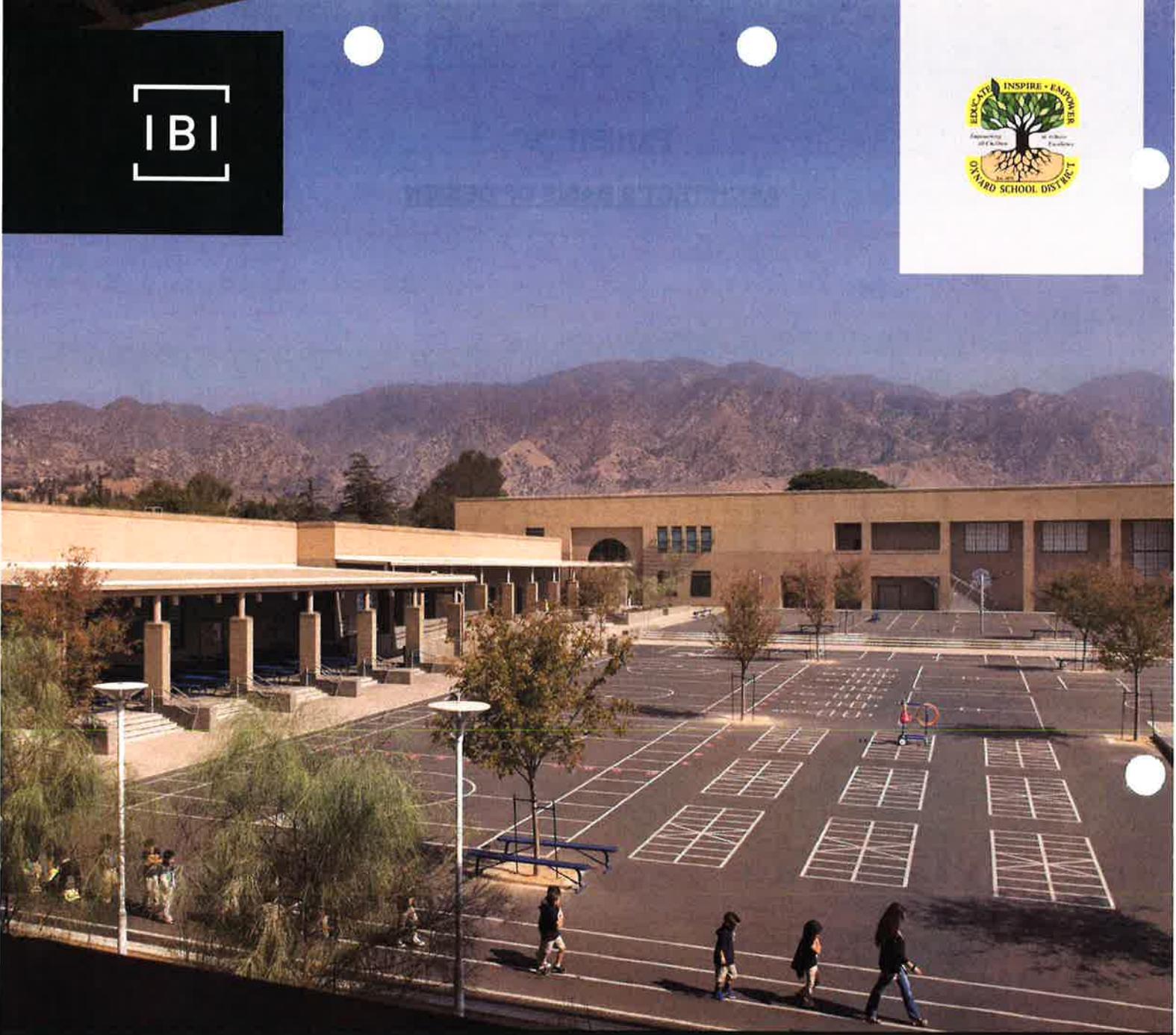
Whether a firm chooses to submit for one or both projects, one integrated proposal submittal is required. Limit response for the General Information requested to no more than ten (10) single sided 8 ½ x 11 pages of written narrative and graphics and six (6) single sided 11 x 17 diagrams/photographs of past projects. General Information includes the cover letter indicated above. For the Site-Specific Information requested, limit responses for each project proposed to no more than ten (10) single sided 8 ½ x 11 pages of written narrative and graphics and six (6) single sided 11 x 17 diagrams/photographs to illustrate the design proposals for each project. For Firms submitting proposals for both projects, this amounts to a grand total of thirty (30) single sided 8 ½ x 11 pages and eighteen (18) single sided 11 x 17 pages. The required Attachment B and/or Attachment C does not count within the page limit, nor do pages used primarily for document organization purposes (e.g. front and back cover, divider tabs, table of contents, etc.).

Firms are requested to submit their response within a single file in PDF format (plus Attachment B and/or Attachment C returned in Excel format) via email attachment or a download location provided by email (use of cloud-based services like DropBox or similar service for large file transmittal is acceptable) to Jeremy Cogan at jcogan@cfwinc.com by no later than 1:00 PM PDT, May 12, 2017.

Multiple hard copies of the proposals will be requested and required at the time of interview.

EXHIBIT "B"

ARCHITECT'S BASIS OF DESIGN



Architect Selection Package Reconstruction of Rose K-5 School

Submitted to the Oxnard School District
by IBI Group
May 12, 2017

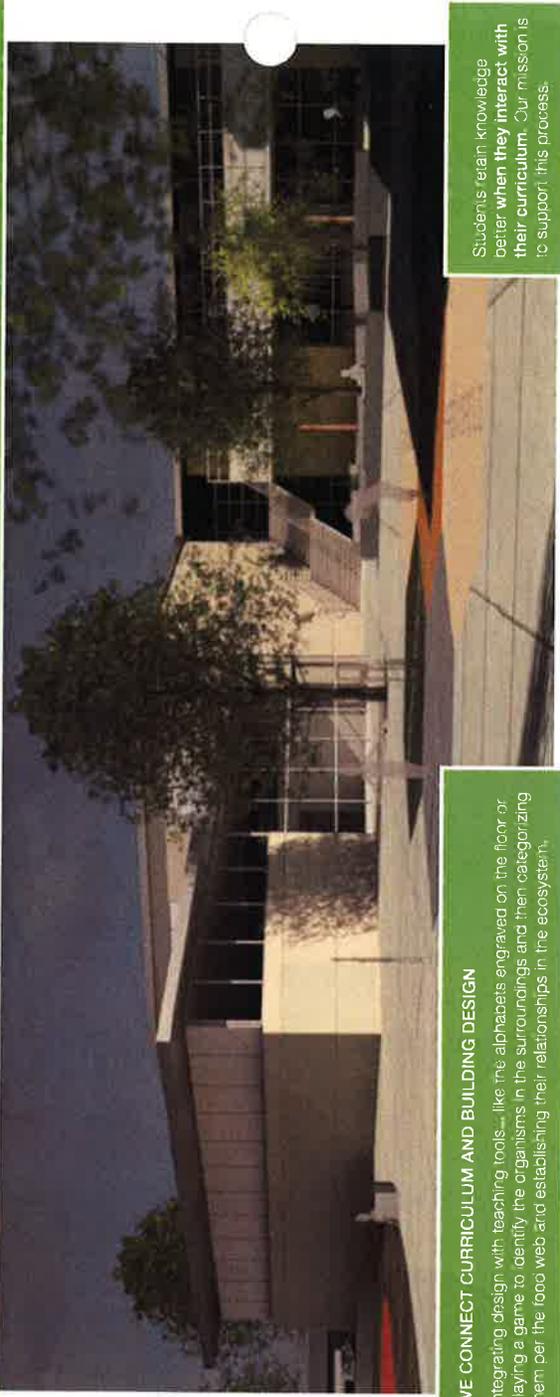
How do we create learning communities for the greatest thinkers and the most thoughtful people?

By designing a school that would continue to inspire its learners. To provide connections and ways for students to interact with the building and schoolyard and to better understand their impact on the world around them.



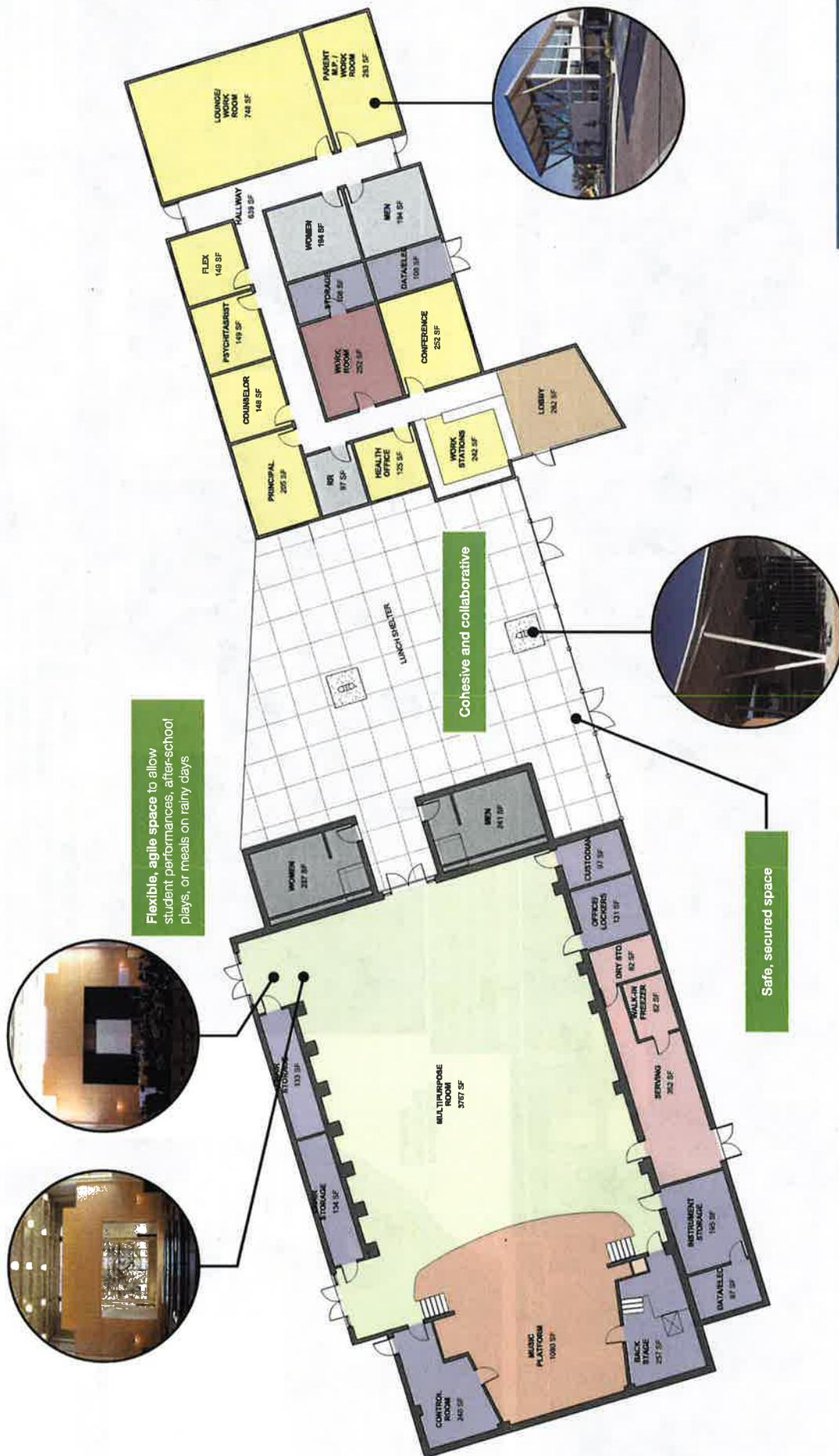
View from South Driskill Street

WE ARE FOCUSED ON THE LEARNER
The learner is central to the education process and IBI Group recognizes and honors the shift to individualized learning methods. Our designs and approach reflect this movement, being flexible and adaptable. Individuals are making their own choices in how they learn and our designs encourage opportunities for learning beyond the classroom, as we believe it is a seamless process which extends into the community at large.

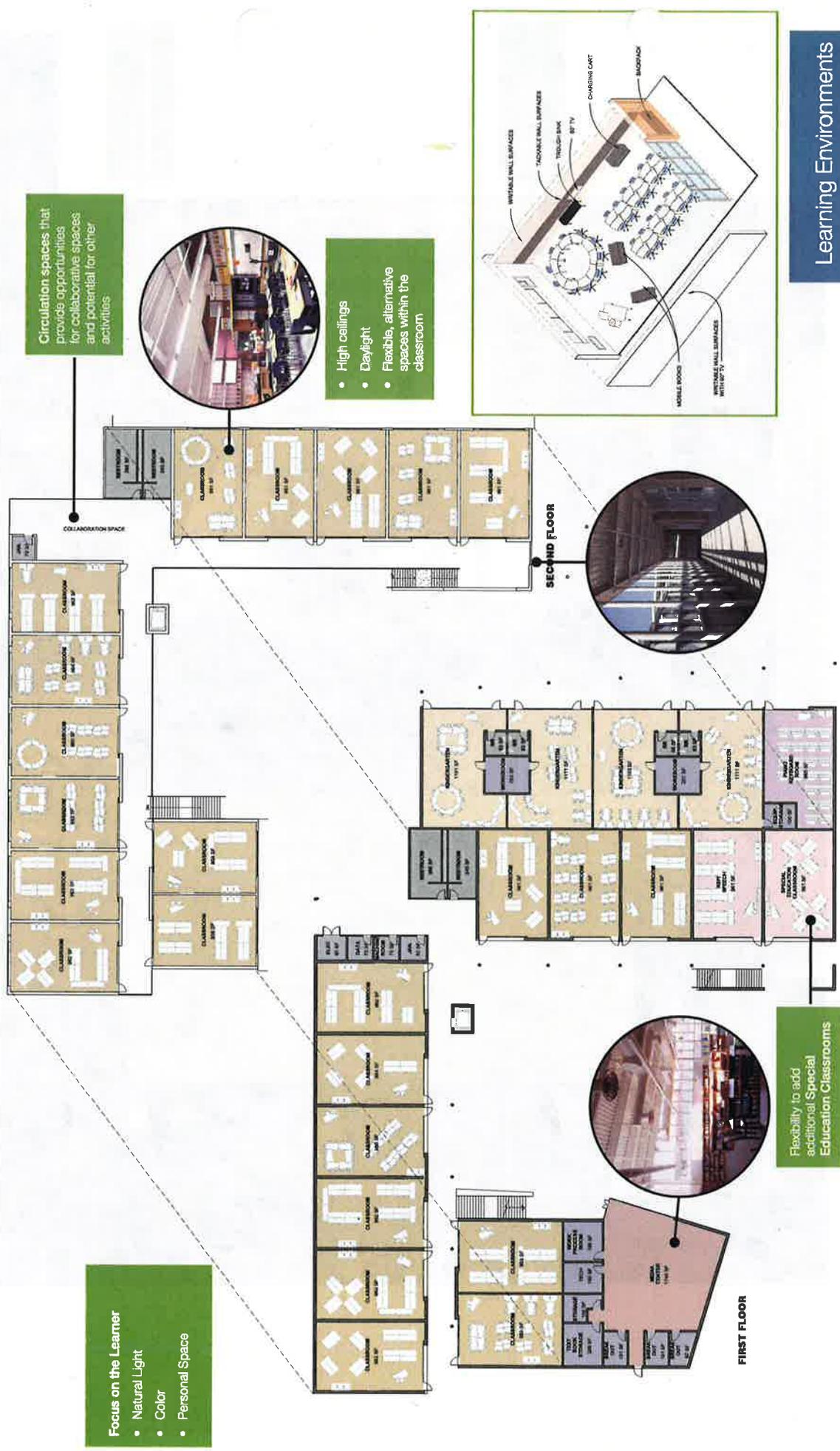


Students retain knowledge better when they interact with their curriculum. Our mission is to support this process.

WE CONNECT CURRICULUM AND BUILDING DESIGN
Integrating design with teaching tools...like the alphabets engraved on the floor or playing a game to identify the organisms in the surroundings and then categorizing them per the food web and establishing their relationships in the ecosystem.



Administrative/
Multipurpose Building



Learning Environments

Focus on the Learner

- Natural Light
- Color
- Personal Space

- High ceilings
- Daylight
- Flexible, alternative spaces within the classroom

Flexibility to add additional Special Education Classrooms



Site Layout - Option 2



Defining the cities of tomorrow
www.ibigroup.com

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IBI GROUP ARCHITECT SELECTION PACKAGE – RECONSTRUCTION OF ROSE K-5 SCHOOL
OXNARD SCHOOL DISTRICT

Rose Avenue K-5 School				Proposed "Re-use of Plans" School					
Design & Reconstruct School to District K-5 Specifications for 750 students									
Description	Quantity	Units	Total	Description (Same format as District Specification)	Quantity	Units	Variance from District Spec.	Actual Total Cost as Built	Est. 2017 Total Cost as Proposed
Teaching Space			30,400	Teaching Space					
Classroom (25)	24,000	sf		Classroom (25)	24033	sf	33		\$ 8,051,055
Kindergarten (4)	4,480	sf		Kindergarten (4)	4426	sf	(54)		\$ 1,482,710
Special Ed/RSP/Speech (2)	1,920	sf		Special Ed/RSP/Speech (2)	1922	sf	2		\$ 643,870
Teaching Support Space			450	Teaching Support Space					
Flex Room	150	sf		Flex Room	149	sf	(1)		\$ 40,975
Counselor Room	150	sf		Counselor Room	149	sf	(1)		\$ 40,975
Psychologist Room	150	sf		Psychologist Room	149	sf	(1)		\$ 40,975
Kindergarten Support Space			760	Kindergarten Support Space					
Workroom/Storage	400	sf		Workroom/Storage	410	sf	10		\$ 82,000
Toilets	260	sf		Toilets	255	sf	(5)		\$ 70,125
Equipment Storage	100	sf		Equipment Storage	100	sf	-		\$ 20,000
Administrative Space			3,005	Administrative Space					
Lobby/Public Waiting	300	sf		Lobby/Public Waiting	282	sf	(18)		\$ 98,700
Reception/Clerical	150	sf		Reception/Clerical	150	sf	-		\$ 52,500
Principal's Office	200	sf		Principal's Office	205	sf	5		\$ 56,375
Administrative Assistant	75	sf		Administrative Assistant	92	sf	17		\$ 25,300
Conference Room	250	sf		Conference Room	252	sf	2		\$ 81,900
Work/Main Copy Room	250	sf		Work/Main Copy Room	252	sf	2		\$ 56,700
Health Office	100	sf		Health Office	125	sf	25		\$ 37,500
Nurse/Health Clerk	75	sf		Nurse/Health Clerk	75	sf	-		\$ 20,625
Health Office Toilet	65	sf		Health Office Toilet	97	sf	32		\$ 48,500
Workroom/Lounge	600	sf		Workroom/Lounge	598	sf	(2)		\$ 194,350
Kitchenette/Vending	150	sf		Kitchenette/Vending	150	sf	-		\$ 52,500
Staff Toilets	390	sf		Staff Toilets	388	sf	(2)		\$ 164,900
Parent/Multi-Purpose/Workroom	300	sf		Parent/Multi-Purpose/Workroom	283	sf	(17)		\$ 99,050
Storage Room	100	sf		Storage Room	108	sf	8		\$ 21,600
Library and Resource Center			2,700	Library and Resource Center					
Circulation Desk	50	sf		Circulation Desk	50	sf	-		\$ 20,000
Work/Processing Room	200	sf		Work/Processing Room	196	sf	(4)		\$ 63,700
Storage Room	100	sf		Storage Room	108	sf	8		\$ 21,600
Reading Room	900	sf		Reading Room	900	sf	-		\$ 360,000
Story Telling Nook	400	sf		Story Telling Nook	400	sf	-		\$ 140,000
Stacks	400	sf		Stacks	400	sf	-		\$ 160,000
Textbook Storage	200	sf		Textbook Storage	209	sf	9		\$ 47,025
Small Breakout Room	300	sf		Small Breakout Room	299	sf	(1)		\$ 97,175
Tech Work/Storage Room	150	sf		Tech Work/Storage Room	150	sf	-		\$ 37,500
Multipurpose Facility			6,250	Multipurpose Facility					
Multipurpose Room	3,500	sf		Multipurpose Room	3767	sf	267		\$ 1,600,975
Chair/Table Storage	200	sf		Chair/Table Storage	267	sf	67		\$ 53,400
Control Room	75	sf		Control Room	240	sf	165		\$ 54,000
Music Platform	1,400	sf		Music Platform	1080	sf	(320)		\$ 432,000
Instrument Storage Room	200	sf		Instrument Storage Room	195	sf	(5)		\$ 43,875
Serving/Prep Kitchen	350	sf		Serving/Prep Kitchen	352	sf	2		\$ 176,000
Walk-in Refg/Freezer	150	sf		Walk-in Refg/Freezer	82	sf	(68)		\$ 41,000
Dry Storage	75	sf		Dry Storage	82	sf	7		\$ 16,400
Locker Alcove	50	sf		Alcove	0	sf	(50)		\$ -
Office/Workstation	75	sf		Office/Workstation	131	sf	56		\$ 39,300
Toilet/Changing	75	sf		Toilet/Changing	1	sf	(75)		\$ -
Custodial Services	100	sf		Custodial Services	97	sf	(3)		\$ 33,950
Utility/Support Spaces				Utility/Support Spaces					
Electrical/Data Room	-	sf		Electrical/Data Room	273	sf	273		\$ 54,600
Elevator Machine Room	-	sf		Elevator Machine Room	76	sf	76		\$ 15,200
Janitor Rooms	-	sf		Janitor Rooms	150	sf	150		\$ 52,500
Lunch Shelter	2,800	sf	2,800	Lunch Shelter	2800	sf	0		\$ 280,000
Kindergarten Shade Structure	1,200	sf	1,200	Kindergarten Shade Structure	1200	sf	0		\$ 102,000
Restrooms	2,200	sf	2,200	Restrooms	1540	sf	-660		\$ 654,500
Exterior Circulation	-	sf	-	Exterior Circulation	5353	sf	5353		\$ 1,070,600
Elevator	-	sf	-	Elevator	1	ea	1		\$ 150,000
Subtotal			49,765	Subtotal					\$ 17,300,485
Allowance for Sitework (Includes Covered Walkways)	9.3	ac		Allowance for Sitework (Includes Covered Walkways)	9.3	ac	0		\$4,861,296
Total Costs				Total Costs					\$ 22,161,781
Total Hard Costs				Total Hard Costs					\$ 22,161,781
Total Soft Costs				Total Soft Costs	36	%			\$ 7,978,241
Total Contingency (Included in Soft Costs)				Total Contingency (Included in Soft Costs)					
Total Estimate Project Costs									\$ 30,140,022

Conceptual Estimate Assumptions:

- No existing site reports were provided or reviewed as part of this estimate.
- Off-site utilities and utility company fees not included.
- Site power adequate; no new service or transformers needed.
- No escalation included.

Conceptual Cost Estimate

Cost Estimate – Rough Order Of Magnitude

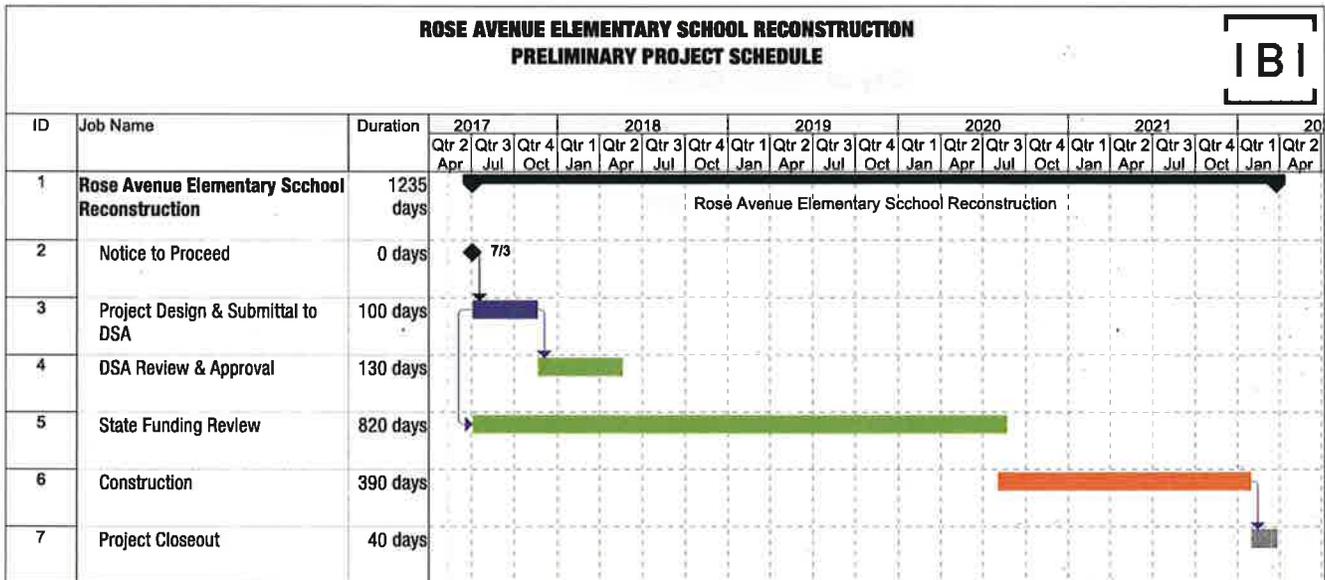
IBI Group has a strong history of understanding the design and construction influences that affect project budgets. We emphasize on-going cost control and apply it throughout all the design phases to assure the project is meeting your budget goals. With this in mind, we “design to budget” as well as provide exceptional design.

Proper cost budgeting and scope control starts at the very inception of the project. It will be the Client’s, the Lease Leaseback Contractor’s, and IBI Group’s responsibility to insure that the project’s financial goals are achievable and met. To assist in this determination, IBI Group offers its history of project cost estimating. IBI has worked in the public educational cost arena for over 40 years. And during that time, the cycle of economic forces have never been static. We task ourselves, each project, to understand the actual current conditions, local factors, period when construction will actually start, in order to be able to strategize maximizing limited funds. We will work together to review the budget and identify any concerns. If a District’s budget is not compatible with their wishes or expectations, it needs to be addressed at the beginning of the project. IBI typically wants to be involved in providing input to the entire project budget, not just the construction cost. Fees, insurance, utility connections, furniture and equipment, phasing, interim housing, and

moving/relocation expenses (along with other costs) are often left out by others or not enough contingency is included. All of these costs need to be considered as part of the total project cost. We highly recommend the District retain adequate contingency for both design and construction phases.

Our standard practice for a project of this size, is to retain independent construction cost estimating specialists which have reviewed the project in relation to the Conceptual Budget. Close coordination with District staff in regard to material selections, construction approaches, and regional labor and cost issues are integrated during the entire process. Statements of probable cost are prepared and reviewed at each phase of the work. Careful evaluations of the project’s design are done, including long-term cost benefits vs. the efforts to balance initial construction costs along with on-going costs of maintenance and security if you are to have a meaningful budget. By validating the cost estimate at each phase, making adjustments to the plans as required to maintain budget, we have found the project cost to be predictable. We refer to this as the “Principle of No-Surprises.”

Please see Attachment B on the following page for our full Cost Estimate.





Janvi Kanani AIA, LEED AP

Project Manager

Janvi has over thirteen years of experience in education, commercial and public building projects. Her experience and understanding of the construction process allows her to guide a project from design through completion. Her passion and knowledge for sustainable design enables her to incorporate strategies that consider the environment, building efficiency and user satisfaction. In addition, Janvi has a strong background in graphics and 3D computer visualizations which she uses to help Clients visualize a project from initial concepts to a final design.

+ Education

- Kamla Raheja Vidyanidhi Institute for Architecture, Mumbai, India, Bachelors of Architecture (2001)
- Cerro Coso Community College, Ridgecrest, CA Associates in Science, Digital Animation

+ Registrations

- Registered Architect, California, USA C36379
- Registered Architect Mumbai, India CA/2002/29311
- LEED Accredited Professional
- Diploma in Basic Programming and Computer Operations
- Revit Architecture 2012 Certified Associate/Professional

Representative Projects:

Allan Hancock College

- Industrial Technology Complex & P.E. Fields
- Science & Skills Building, Audio-Visual System
- VOIP Copper Cable Project

Cuesta College

- Learning Resource Center – North Campus

West Valley-Mission Community College District

- West Valley College Campus Center Renovation (LEED Certified)

Greenfield Union School District

- Mary Chapa Academy Admin/Library (on the boards)

Santa Paula Unified School District

- Isbell Middle School Flex Labs (on the boards)

Paso Robles Unified School District

- Agriculture CTE Center
- Independent Studies Center

City of Santa Maria

- Multi-Modal Transit Facility
- Atkinson Park Community Center
- Police Department T.I.

City of Arroyo Grande

- Police Station Expansion Needs Assessment and Feasibility Study
- New Police Station



Osleide Walker
Senior Design Manager

Ms. Walker's design talents are formed by her international background. She believes that well designed, sustainable buildings create environments that promote wellness and maximize student achievement. Therefore, all her design work is driven by the program and designed to reduce the overall impact of the built environment on human health. Her designs are executed with a genuine sense of style, flare, fun and functionality.

She also influences the practice by sharing her experience and creativity. She has applied her design and planning talents to many of the firm's most engaging projects and is responsible for moving BIM (Building Information Modeling) forward and contributing to the numerous educational awards won by the firm. Ms. Walker was the senior LEED Manager for our recently awarded Monroe Community Wellness Center (Health Clinic) – LEED Silver Certification.

+ Education

- Escola Technica Federal da Bahia, Brazil, Edificacoes, 1988
- New School of Architecture, San Diego, California, 1991
- Bachelor of Architecture, California Polytechnic University Pomona, 2000

+ Memberships/Accreditations

- Montebello Unified School District Chair of the Advisory Board for the Architecture, Construction, Engineering (ACE) Pathway to College and Career
- Saddleback College Chair of the Advisory Committee for the Architecture Department

Representative Projects:

- Monroe Community Wellness Center (Health Clinic) and James Monroe High School Marquee Sign, County of Los Angeles Department of Public Works, LEED Silver Certification – Senior Designer and Project Manager. August 2011 through January 2015.
- Valley Region Middle School Campus (converted Polytechnic High School Freshman Center and Adult Education Facility)/Richard E. Byrd Middle School/Marquee Signs), Los Angeles Unified School District, Sun Valley, CA – Senior Designer. May 2008 through January 2015
- Hull Middle School and Marquee Sign, Torrance Unified School District – Senior Designer and Project Manager of new one story neighborhood campus for 750 students. May 2010 through August 2013.
- Fern Elementary School, Torrance Unified School District – Senior Designer and Project Manager of two story classroom and multipurpose building addition to existing historical campus. January 2010 through August 2013.
- New City School and Colegio New City, Long Beach Unified Charter School – Senior Designer and Project Manager and construction management to the conversion of existing retail store front into a charter school for approximately 300 K-12 students. July 2010 through January 2012.
- Sylmar Language Academy (Valley Region K-8 Span School #1), Los Angeles Unified School District – Senior Designer and Project Manager for a span school for 1050 students on a 7 acre site. September 2010 through December 2013.
- Applied Technology Center, Montebello Unified School District – Senior Designer and Project Manager for a new 60,000 sq ft technical education facility, including Career pathway High School for hospitality, health, construction, engineering, architecture, and public services Career pathway High School. October 2007 through December 2011 (Two Phases).



Craig Atkinson AIA, NCARB, LEED AP BD+C

Project Architect

Craig is an Associate Architect with more than 24 years of experience in the design and construction of education projects. He has been chosen to lead your project because of his knowledge and extensive “know how” in educational project consensus building, design, planning, project delivery, and quality control. Craig’s years of project management experience for clients throughout California has made him a firm resource for client and community relations and quality control within IBI Group.

Representative Projects:

+ Education

- California Polytechnic State University, San Luis Obispo, Bachelor of Architecture (1990)
- Danish International Studies, Kobenhavns Universitet, Copenhagen, Denmark (1988-1989)

+ Registrations

- Registered Architect, California C-25387
- LEED Accredited Professional

Oxnard School District

- Norman Brekke Elementary School
- Haydock School Modernization
- Emilie Ritchen Elementary School

Paso Robles Unified School District

- Agricultural CTE Center
- Independent Studies Center

Orcutt Unified School District

- Child Care/Spec. Services Office
- Orcutt Jr. High School Gym Modernization
- District-Wide Modernizations; Multiple Projects

Kern County Superintendent of Schools

- North Kern Community School, Delano
- Southeast Career Center

Allan Hancock College

- Industrial Technology Building
- Science and Skills Building
- Audio-Visual VOIP Copper Cable Project

Proposed Design Personnel

2



William R. Tuculet AIA
Principal Architect

Bill is the Principal-In-Charge of the IBI Group - San Luis Obispo office. With over 40 years of professional experience and 36 as Principal Architect, Bill remains active as the office leader and designer. He has received many awards over the years. Bill has led multiple remodel, modernization and new construction efforts for several Districts around California, including the Oxnard School District. Bill has completed projects on most of the District's sites and is familiar with the Oxnard community. Bill acts as conductor and will assign and coordinate the efforts of all IBI Group staff and consultants as well as contributing his talent and experiences to each specific project.

+ Education

- California Polytechnic State University, San Luis Obispo, Bachelor of Architecture (1971)

+ Registrations

- NCARB# 28698
- 1976: Registered Architect, California #C-8702
- 1987: Registered Architect, Nevada #1950
- 2002: Registered Architect, Florida #AR91479
- 2010: Registered Architect, Arizona #50838

Representative Projects:

Oxnard School District

- Class Size Reduction Portables (14 Campuses)
- Norman Brekke Elementary School
- Haydock School Modernization
- Emilie Ritchen Elementary School
- Fire Alarm Installation (11 Campuses)

Paso Robles Unified School District

- Paso Robles High School Modernization; Gym Addition; 2-Story Classroom Building
- CTE Agriculture Building
- Paso Robles High School Practice Gym

Pleasant Valley School District

- Master Planning/Facility Assessments
- Thirteen (13) Elementary School Modernizations
- Three (3) New Elementary Schools

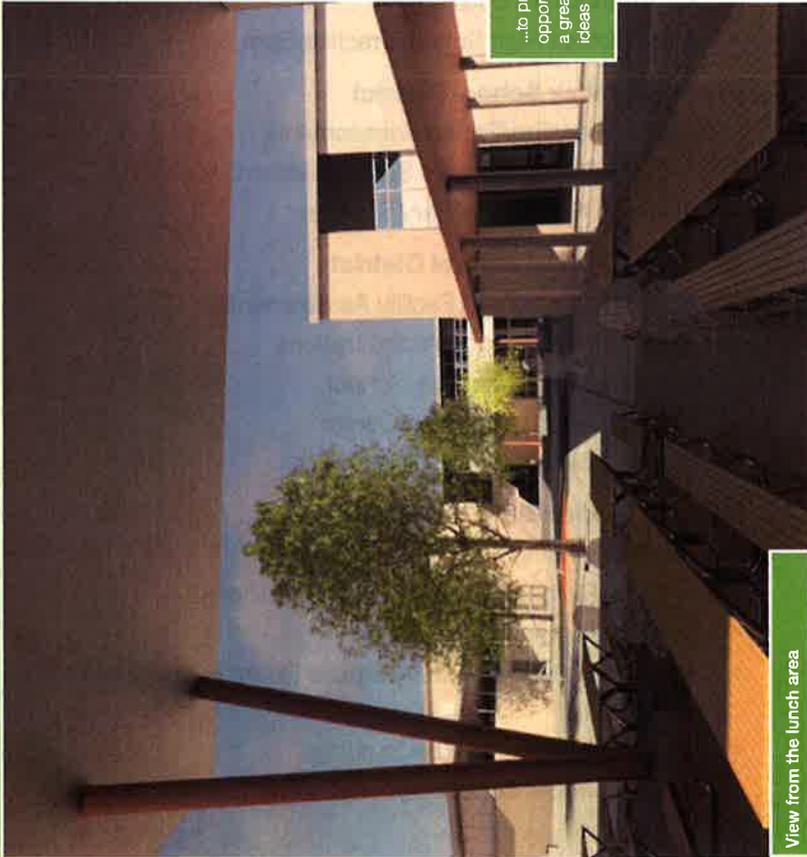
San Jose Unified School District

- Master Planning and Facility Assessments
- Eight (8) High School Modernizations
- Anne Darling Elementary School
- Administration and Media Center
- Three (3) New Science Buildings

Milpitas Unified School District

- Master Planning/Facility Assessments
- Eight (8) Elementary School Modernizations
- Four (4) Elementary Schools
- Milpitas High School Multipurpose Room Building; Math/Science Building; Food Court
- Two (2) High School New Buildings
- Milpitas Middle School Modernization

Connect learning with the integration with the surrounding physical environment...



View from the lunch area

IBI Group's thinking is to identify features and design techniques that emphasize a student focused building...
...to encourage collaboration and utilize floor spaces for transitioning and connecting students to their exterior physical environment.



Creative activity and stimulating play are as important to raising healthy children as food, shelter and attention from caring adults.

...to provide hands-on learning opportunities as research shows it is a great way to link new concepts to ideas that children already understand



Outdoor Planting area

Outdoor planting areas extend the classrooms to the exteriors

**IBI Group's Approach supports Oxnard School District's Mission/
Vision Statement: "Empowering All Children to Achieve Excellence"**

Our vision is to create holistic education environments which are designed for the individual learner, as well as wholly integrated and engaged within their surrounding communities and campus.

Indoor/outdoor learning environments for large or small groups

Courtyard protected from prevailing winds while providing comfortable environment for outdoor activities

Connect learning with integration with the surrounding physical environment



Site Layout – Option 1

Ideas that Express Instruction: In the Collaboration Court, there would be a water source to allow wet activities. There would be a few fixed seating arrangements for informal gatherings. The building materials and colors could be articulated with different textures and colors explained. In addition we have shown outdoor planting area, children’s garden area, and outdoor learning/collaboration areas that will provide a variety of outdoor learning opportunities that will further the science and wellness mission of **Rose Avenue K-5**. The glazing could be stippled or fritted to explain patterns and light. Both levels could express the different grade level learning concepts by writing metric measurements beside US/Imperial number values. These ideas can take a variety of forms both on the exterior and interior of the classrooms. It is our intention to brand the campus to promote a sense pride for the school and the surrounding Community. The school will become a reflection of the Rose Avenue K-5 Vision Statement:

“Rose Avenue Elementary-The School of Science and Wellness, is dedicated to recognition “of the unique value of each person; providing active learning in a safe, supportive environment; developing as a neighborhood school community, and promoting a partnership between family and school” – Rose Avenue Elementary Vision

Most of the classroom space will have at least two exterior walls which allow for the natural light source to come from different directions if one side is closed off. The breezeway connects the two classroom buildings and creates a visual connection to the Collaboration Court. The building would have thematic art or illustrative elements.

The Media Center is central to the campus and provides a variety of break-out spaces for smaller groups to work quietly. The Media Center will also provide technology to allow the learner to participate in both class and self-directed exploration.

Design Concept 2

Design Concept 2 is very similar to Concept 1 in the placement of buildings and learning ideas that instruction. The main idea here is we have designed the site to further separate the transportation modalities. First we locate the parent drop-off on Driskill Avenue while the drop-off for Kindergarten is located on La Puerta. The bus drop-off uses the private access to the west to allow for safe pick-up and drop for students away for the vehicular traffic. A covered waiting area can be designed to accommodate this area. The main parking area for staff and Multipurpose has been located off of Driskill Street for easy access.

This configuration also allows for the separation of the hardcourt areas for upper and lower grade play areas. This provides an even better connection for outdoor learning areas to the east of the classroom buildings.

Re-Use Challenges

The inherent challenge in a complete re-use of plans is two-fold. First and foremost is find a set of plans that matches the District and the School’s educational pedagogies, vision, goals and budget. Second as contractual liability has become more complex it will be a challenge to do a complete re-use without the approval of the District who the school was originally created for. It is with those two challenges in mind that IBI Group has chosen to use successful projects as a basis of design and provide the Oxnard School District with a design that is focused on the Learner at Rose Avenue.

Site Visits

The schools that we have outline in this proposal are all still clients and amenable to site visits to view these projects. Upon request we can make calls about specific dates once they are known.



Design Concept 1

In the design of the site we first took into consideration the opportunities and challenges that the site presents as follows:

- Existing campus buildings to the north
- Traffic flow around the site buses, drop-off
- Location of athletic facilities for potential community use
- Wind direction (primarily from the west)
- Neighborhood scale

The facilities are placed so that the more public facilities Administration and Multipurpose are located facing Driskill St. with their single story elements providing similar scale to the surrounding residential area. The vehicular circulation separates the bus drop-off on Driskill St. from the parent drop-off on La Puerta Avenue. The Kindergartens are placed facing La Puerta for convenient drop-off of the Kindergarten students. The adjacent parking area in the staff lot could also have temporary parking to allow for the short term parking of Kindergarten parents to allow them to walk their students to class. This concept provides for visitor parking on the corner. The layout of the site also provides for parking on Driskill St. to accommodate the Multipurpose and the fields while providing secured staff parking to the east. The athletic fields which will support either three (3) U12 soccer fields or one full-size field are separated from the main campus by the hardcourt play area.

The site concept also features significant spaces for outdoor learning which are provided on the interior quad and to the east of the classroom buildings which will be design as outdoor collaboration spaces that will accommodate a variety of group sizes. The design of these outdoor connections is a cornerstone of "Next Generation Learning" facilities.

The Administration building with its simple design and shed roof structure along with the MPR signals the main point of entry for the campus. The Administration building reaches out to grab the visitor and welcome them into the campus in a secure and controlled manner. Once in the Administration area the visitor can be directed to where they need to go on the campus.

Bridging the two structures is a structure that can also serve as a covered lunch area. These two buildings together form the west edge of the Collaboration Court.

The two-story classroom buildings for the south and east perimeter of the Central Campus and include 20 Flexible Classrooms that can be configured for a variety of different teaching and furniture configurations, RSP/Speech room, Special Education Classroom, Piano Keyboard Room, 4 Kindergartens, restrooms, and associated support spaces. The 2nd level will be accessed by stairs and an elevator. The student and staff restroom spaces are stacked on each level. The four Kindergarten classrooms will be at ground level and will have separate toilet facilities within their area, to be shared between the two classrooms. They will have space for internal storage for materials and outdoor storage for play equipment.

The Main Classroom Building functions as "Teacher's Helpers"- The building is based on a 24'-0" module which allows for a more traditional linear layout while creating classrooms that can be flexible in use. The classroom entry and exiting from the classroom faces inward to a Collaboration Court which can be used by students during recess to gather and relax. During class hours the court can be used as an instructional space where a whole class, small group or individual occupies the space to do group or independent learning. This provides teachers, aids, resource specialists with a variety of ways they can use the buildings to vary how they interact with the students. A roof and west and north facing glazing extends over the collaboration space providing cover from the weather, diffused light but will not need to be conditioned.





DOOLEY ELEMENTARY SCHOOL



Next Generation Learning Environments

21st century learning, when deeply explored, challenges traditional school organization, roles of teachers, learning activities of students, parent/community relationships and expectations for access to technology. All educational research related to our changing political, economic, and technological world calls for drastic shifts in the fundamental purpose and process of learning. Schools are adapting their programs, organization and classroom deliveries to instill the values and skills needed for success in the 21st century, and to be relevant to fully engage our current technology-bred, digital students.

Research in life-long success indicates that our traditional focus of school core subjects are still important, but are no longer sufficient for success in the changing world. Instead, students need to learn the skills critical to navigating and succeeding in the new socio-economic landscape where change is the byword.

The facilities and environments that allow the student and instructor to thrive often are larger than the traditional 30' x 30' square room, providing mobility and movement to work and explore. Spaces should have flexible and versatile technology and furnishings, and they should provide acoustical separation while still allowing visual connection. Natural lighting, ventilation and views are important to student and staff comfort. Colors and graphics are employed to provide vibrancy. Materials installed in the construction will have low VOCs (volatile organic compounds) to provide a green and sustainable environment. Outdoor and indoor connections allow integrated learning opportunities as well as a feeling of connectedness to the larger world.

Students should occupy spaces that allow them to become global learners which will enable them to live, work and play in their adult futures. Education for the 21st century includes creative thinking, critical thinking and problem solving, communication, and collaboration skills, learned in an environment that fosters social/emotional skills development, measured risk-taking, and an understanding of the global connections to individual actions.



We connect curriculum and facility design. IBI Learning+ is at the forefront of transforming existing space into next generation learning environments. We have been at the forefront of designing spaces that are both adaptive and agile enough to change with the instructor, the learner, and educational pedagogy.

We embrace technology in the learning process. IBI Learning+ is a diverse practice and we have the knowledge base and capacity to integrate technology into the fabric of an education facility at the very beginning of design. Technology is not only a tool for the learner, but rather an opportunity for them to be involved their learning process.

We are engaged within the community. From the very beginning IBI Group has understood that our work in the Oxnard Unified School District is an integral part of the community it serves. We at IBI are invested in creating environments for learners to thrive while also being hubs for community activity. First and foremost, we support the realization of your vision through our partnership to create optimal Next Generation Learning Environments. Our partnership with the District on not only the analysis of the project needs but the issues related to the development of a school in an existing neighborhood. Through a series of Community meetings at the school campus we will assist the District with keeping the Community engaged with the project.

Design Concept: Next Generation Learning

Public education for future generations challenges us to look beyond traditional forms of learning and instruction to envision learning communities that enable educators to collaborate, share best practices and integrate Next Generation skills into classrooms. This means creating relevant, real world, 21st century environments with accessible learning tools, technologies and resources that expand community and international involvement in learning, both face-to-face and online; architectural designs that support group, team and individual learning. We work with numerous Districts to understand how they want to deliver educational pedagogy and then respond with the appropriate facility design.

We believe learning should be contextual and relational, not just rigid adherence to skill-building. We understand teaching and technology ought to be seen as the 'invisible tools' in the learning encounter. Meaningful learning is interactive.

Learning doesn't only happen in classes or groups, it happens individually. Each student comes with his own readiness, frame-of-reference, topical aptitude, rate of learning and socialization maturity, all of which influence the learning outcomes. Today's students reside in a more connected universe. We understand their journey isn't about mastering the 'habit-trail', it's about mastering the realm.

Site-Specific Information

Project Design Review

1



ANNE DARLING ELEMENTARY SCHOOL



IBI has thoroughly reviewed the program and the requirements for the Rose Avenue K-5 Replacement project and have concluded that the basis of design for the project will be three previously constructed projects:

- Administration Building – Anne Darling Elementary School (redesigned to fit the program)
- Multipurpose Building – Horace Mann Elementary School
- Classroom Buildings – Dooley Elementary School

As these were designed to meet specific educational pedagogies and requirements there wasn't one project the "fit the bill". We will use the developed documents to expedite the design process while updating them to fit Oxnard School District's educational vision, neighborhood character, and current code requirements. IBI Group has the depth of staff to meet the schedule requirements.

As a collective practice, IBI Group offers a collaborative model that reflects our passion for educational architecture and next generation learning models. We understand that the **Rose Avenue K-5 Replacement School** will be part of the next generation learning and provide opportunities to expand the choices for the individual learners in the Oxnard Community. IBI Learning+ is focused on providing exceptional client service throughout California K-12 school districts, most of whom are long-standing repeat clients which addresses IBI's core values of Integrity, Partnership, Excellence, Innovation and Community. We are an established firm with over 40 years of experience in educational facility planning, the design of new schools, campus modernizations and renovations as well as a thorough understanding of State Agency processes. We have completed thousands of educational facility projects in California, of virtually every type for numerous K-12 school districts, community college and university clients. This experience and the **lessons learned** with each and every project have allowed us to hone our skills and increase our knowledge base. **Oxnard School District** will benefit from our knowledge. We will bring new ideas to the table along with the technical expertise to execute them. The replacement school will be designed with the following in mind:



In 2012, IBI Group also completed modernization work at Taylor, which was incrementally constructed over two years with funds from Measure X. The first increment included site work only. The second increment included work in some of the campus buildings including ADA compliance, system and seismic upgrades, roofing projects, interior and exterior finishes and signage. We are currently working on additional projects, funded partially by Measure N at the Taylor Middle School Campus. Increment I has been completed and included additional roof replacement and ADA upgrades. Increment II began construction in June 2014, and included seismic upgrades, ADA upgrades and modernization of remaining campus buildings. Both Measure X and Measure N were constructed in increments due to scheduling of work and funds available.

Client: Millbrae Elementary School District
Contact: Cynthia Shieh, Chief Business Officer
605-697-5963



Paso Robles CTE Agriculture Building; Paso Robles, CA

The project consists of the construction of a 9,200 sq ft Agriculture Career Technology Education (CTE) facility comprised of three buildings clustered around a central courtyard and demonstration garden on the existing Paso Robles High School campus. The buildings house a welding shop, outdoor welding area, faculty work room, student workroom, two agriculture labs, a horticulture lab including a floral cooler, classrooms, staff offices, and associated accessory spaces.

Client: Paso Robles Joint Unified School District
Contact: Mr. Ashley Lightfoot, Director of Facilities and Operations
805-769-1000



Huron Middle School Classroom Addition; Huron, CA

The construction of Classroom Building 600 completes the original campus master plan, and includes the integration of the building with DSA pre-approved modular classrooms, adjoining a permanent portion of the building together with connections of services, flatwork, and landscape to existing systems; modifications to the existing site; accessible parking stalls; and path of travel improvements. As a Lease/Lease Back contract, existing ball fields were included with the scope of work to upgrade baseball and softball fields, backstops, and accessibility features.

Client: Coalinga-Huron Joint Union School District
Contact: Mr. Jim Reckas, Director of Facilities
559-935-7640



Lease-Lease Back Experience

Applied Technology Center; Montebello, CA

A new technical high school for 730 students funded by Career Technical Education (CTE) grants. Based on a shell and core concept, the building is designed with utmost flexibility and learning spaces for A-G requirements as well as project-based learning. The project is very sustainable and energy efficient and qualified for HPI grant augmentation. IBI Group provided the Campus Facilities Master Plan, funding strategies, and comprehensive A/E services for the design and construction of this new technical high school.

Client: Montebello Unified School District

Contact: Cheryl Plotkin, Director of Facilities
323-887-7900

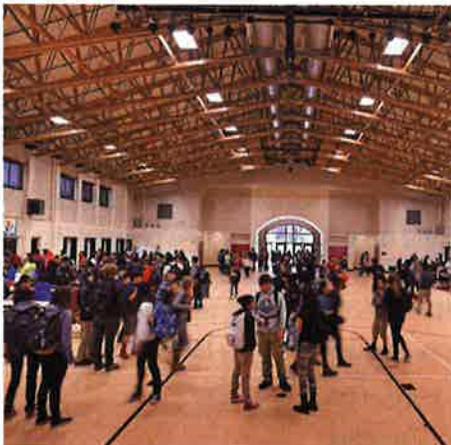


Paso Robles High School - 2-Story Classroom Building; Paso Robles, CA

As part of Measure "T" the citizens of Paso Robles approved the replacement of existing portable classrooms with a permanent classroom building. An approach designed in conjunction with the District staff determined the best building configuration and location on-site. The 20 classroom building was constructed above a building pad created by the removal and relocation of 7 portables and replaced another 12 portables which were all removed upon completion of the final phase of construction.

Client: Paso Robles Joint Unified School District

Contact: Mr. Ashley Lightfoot, Director of Facilities and Operations
805-769-1000



Taylor Middle School New Cafeteria Building and Measure X & N Modernizations; Millbrae, CA

The Taylor MS Multi-Purpose Building serves all five schools in the District as a new central kitchen while also housing the 900+ students of Taylor Middle School for lunch every day. The building will host presentations and performances using its state-of-the art audio-visual system, and will be available for use by the community. The facility includes volleyball courts and a high school basketball court.

Lease – Lease Back Experience

4



The school facility services you call for are well known to us and we are confident in our ability to provide them to you. We apply our profession to serve our education clients with vision and strategic planning – not merely buildings. Large or small; new or rehab; our passion is creating quality education facilities necessary to sustain a productive educational community.

IBI Group is highly experienced in the Lease - Lease Back Delivery Method. IBI Group participates in a wide variety of construction delivery methods. We are able to deliver design and construction administration services for traditional Design-Bid-Build, Multiple Prime Contracts, Design Build, Bridging Design Build, Modular Construction, CM at Risk, P3s and Lease-Lease Back (LLB).

We have provided LLB services to Districts that use agreements based on Education Code Section 17406 as a project delivery method since the late 1990's. The majority of Districts we work with, who use LLB agreements, solicit multiple requests for firm qualifications from LLB firms before entering into an agreement for the price of a project. Assessing capabilities and methodologies prior to pricing a project allows the District to weigh the competency of the builder and their design phase capabilities.

It has been our observation that LLB reduces the District risks attributed to schedule delays, poor quality work and rising costs. We have worked with the LLBs from initial kick-off meetings, through all phases of design, agency approval and construction. Having the LLB participate as early as possible in the project provides continuity and understanding of the issues and decisions that culminated into the final documents. IBI, the District and LLB will together review program, constructability issues, value engineering options and costs at each phase to collaborate to produce the best outcome. This type of delivery method is often very successful since there is a feeling of teamwork and joint accomplishment between all parties.

This type of project may involve slightly higher initial costs as compared to traditional Design-Bid-Build projects as the contractor's management portion is brought in earlier in the project. One advantage however, is that time can be made up because the documents will have been continuously reviewed and coordinated earlier, pricing can be done along the way, and construction schedules can be shortened with bidding occurring during the DSA Approval phase and the pre-purchasing of long lead items and some flexibility in negotiating subcontractor or material costs.

Additional advantages to this type of construction delivery method allows the contractor, with the review by the District, to choose from a selected list of pre-qualified sub-contractors ensuring better quality and competitive pricing to be below the guaranteed price. There is often little or no change orders associated with the project. Assembly Bill 566, effective Jan. 1, 2016, requires lease-leaseback developers to use "skilled and trained workforce at every level of the project." This will need to be assessed carefully by the LLB. Lastly, since the Builder has a reputation to maintain, they tend to perform at a higher level.

Design Strategies and Proposed Timelines

IBI Group is highly experienced in meeting schedules and timelines. In fact, many clients enlist our services for this one reason. Just a few of our success stories include:

- Successfully modernizing 12 projects at one District over the summer,
- Completing a 3-story classroom building from inception to completion in 18 months.
- Building a new K-8 non-modular school from programming to occupancy in just over 24 months, including agency review time.

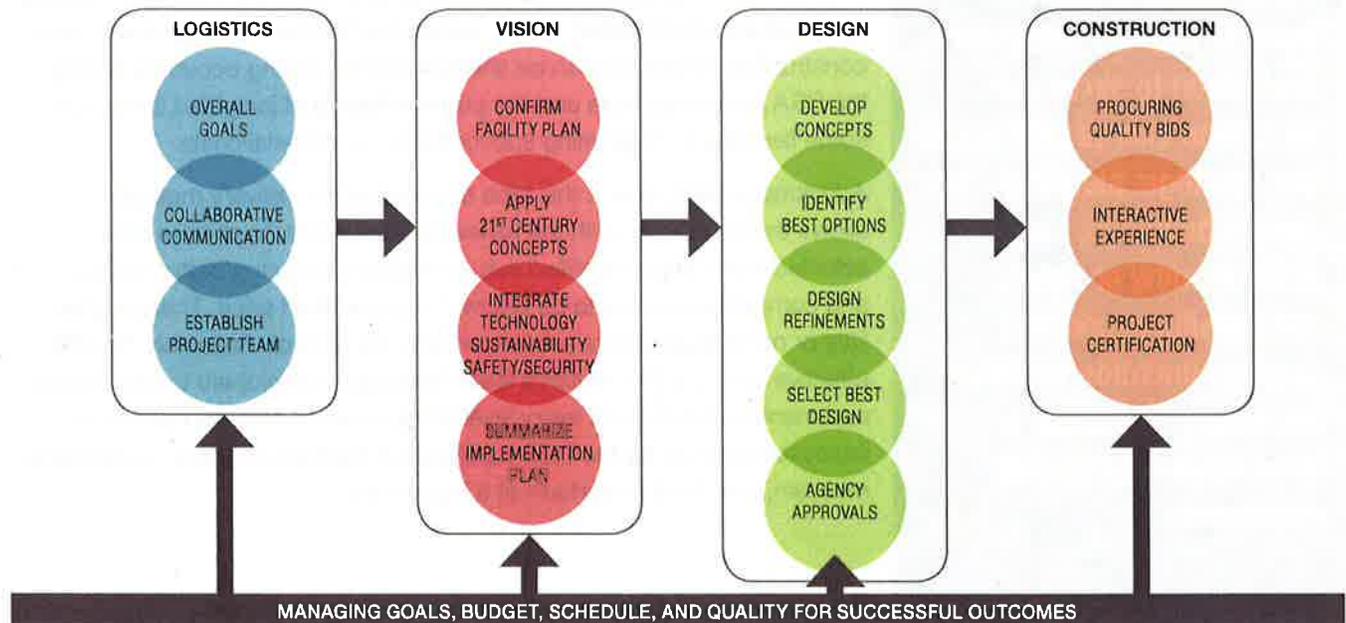
Good design, maintaining budget and schedule control begins at the initial planning of the project. Senior staff with extensive facility planning and design experience will be proactive in initiating appropriate means to effectively manage or accelerate the schedule. We will work closely with you and the LLB Contractor from the start to identify realistic milestones that can be adhered to throughout the process and that are agreed to by all parties. We make sure to include time for decision making, phase and document review, agency review, construction phasing.

We have developed schedules where design phases overlap or projects are broken out into increments so that certain aspects can start ahead of other yet to be completed areas so as to get a head start. We have employed this method in both design and construction phases.

Early consultation with DSA assists the planning project in anticipating code and state requirements that affect the choices available. We are at DSA frequently to expedite projects through the bureaucracy. Our firm typically has implemented preliminary reviews with DSA as a way of proactively assessing critical issues. Your plans are reviewed face to face with the DSA staff very early on in the process, thus avoiding any misunderstandings and potential delays.

IBI takes a very proactive role in resolving issues before they affect the schedule or budget. Knowing who to talk to, what forms to use and treating DSA individuals as they are part of our team and the solution really eliminates the potential for delays. We understand the submission process and our submissions are complete. When clarifications are requested, or DSA field changes occur, we respond quickly, thus reducing any potential time delays.

During construction, a large part of maintaining the project finish date is to closely monitor the construction schedule, attend the weekly site meetings to monitor progress, review and respond to RFIs, submittals, and DSA requests in a timely manner. When consistently adhered to by all members of the construction team, when the project does have an interruption in the schedule, everyone can quickly determine an alternate means to get back on task. The contractors are required to provide “make-up” means and schedules to get their work back on the master schedule, our task is to assist in our capacity to not add additional burden to the schedule.



Create Vitality

- Variety of spaces to support multiple learning modalities, since different students learn best in different ways and effective educational delivery needs purposeful environments. These include:
- Reflective spaces, collaborative spaces, performance spaces
 - Small group, large group spaces
 - Technology rich spaces
- Flexible platforms for continued change, including:
 - Agile school organizational structures (departmental, thematic, Small Learning Communities) without physical change, and often simultaneously
 - Agile spaces for learning, with multiple connections and possible interpretations
 - Furniture will be responsive, flexible, adaptable, and be a spark for our students in our ever changing world.

Pool Resources

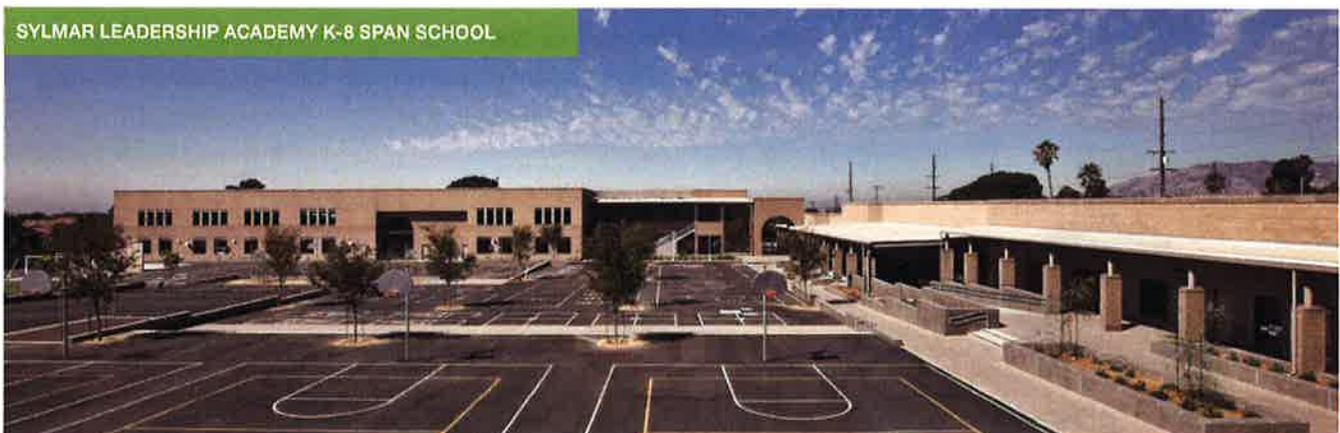
- Foster communication and collaboration:
 - Teacher planning centers, small group rooms
- Support active/applied learning with technology and places to make things
- Make learning visible through visual connections and display of student work
- Collaboration and communication: strategic positioning of teachers to stimulate working together

Flexibility

- Adaptable furnishings and furniture:
 - Brain-based furniture, designed for movement, individual learning preferences, and personal fit
 - Flexible/moveable storage that is secure yet accessible

Design

- Expression of the school's enduring signature through the architecture to foster continued identity and spirit. Promotion of the school's logo.
- Facilities and furniture responsive, flexible, adaptable, and be a spark for our students in our ever changing world.
- Interdisciplinary connections supported through strategic positioning of functions
- Quality construction that limits maintenance and replacement.



Six Design Factors that Impact Learning



Choice



Flexibility



Color



Connection



Light



Complexity

The design of the Rose Avenue K-5 replacement school will promote Next Generation educational delivery and have the following key qualities:

Technology

Flexibility to adapt and change as technology and systems change is a must. As architects we must design for today and anticipate the future. Providing an infrastructure for future technologies is an important consideration and must include flexible cabling pathways and conduits for anticipated fiber optic or other advanced information systems. It is important to allow for expansion and conversion as well as infrastructure to support new types of technology as they come online. Consideration must be given to the integration of security, telecommunication, fire life safety, lighting control, emergency backup and renewable energy distribution, all as a unified operational system. It is not uncommon for technology to change midstream of a building design.

IBI Group's team includes highly skilled architects, engineers and consultants to provide the District guidance or work with the District's IT representative on selecting appropriate systems. The Team can provide the design and layout for sophisticated technology systems; including energy management systems, lighting controls, access controls, audio-visual systems, data/computer systems and interactive whiteboard systems. Our experience spans from the pre-school to college classroom, to corporate America, from the simplest low cost solution to the most sophisticated data center.

Create Connections

- Relationship building, intentional positioning of people and purpose to create strong connections. The concept includes the ability of the school include the following:
 - Small Learning Communities – Grouping of the students to promote grade level collaboration
 - Teacher Collaboration Centers
- Personalized/student-centered learning, empowering the multiple intelligences of the student as worker with the right tools for learning

Project Recommendations

“Empowering All Children to Achieve Excellence”
- Oxnard School District
Vision Statement.

“.....strives to achieve exemplary academic performance in Common Core State Standards, Science and Wellness curriculum and rigor in all academia.”

– Rose Avenue – The School of Science & Wellness
Mission Statement

Creative Design Aesthetics

IBI's designs are inspired by the client's vision and goal. Our designs are motivated by the interactive and collaborative discussions we have with the District and stakeholders. We pride ourselves in being good listeners, to actively hear what the user really wants to accomplish when communicating what is important to them. We provide creative options and guidance to assist the District in developing the most imaginative solutions that meet cost parameters. These basic tenets form the foundation of our designs.

IBI provides innovative and inventive designs that are distinctive to each client's objective. IBI understands the constraints and challenges of educational facility funding, nevertheless achieves creative designs by providing unique solutions that are aesthetically attractive but function well and are easily maintained. IBI is sensitive to existing site characteristics whether modifying existing buildings or introducing new structures onto an existing site. The architecture can be contextual if the goal is to integrate with what already exists. Conversely, the architecture can create an original aesthetic, if setting a new direction is the goal. A new facility on new sites provides opportunities to create totally integrated concepts. IBI is skilled at using new materials to achieve a look that blends in or expresses imaginative design ideas. Interpretation and understanding the parameters influences the design whether speaking of classroom casework, a collaborative space, or how buildings are sited. IBI is sensitive to the artistic potential of all elements of the design.

Many aspects beyond the aesthetics go into making successful designed spaces that users may not even be aware of. A space or building that is successfully planned out, where people move through it naturally and is easily understood, feels comfortable, welcoming, flexible and gives a sense of security. IBI uses color or forms to emphasize an entry or collaboration area to provide visual clues without unnecessary extra signage. Our designs orient the building or spaces to capture natural daylight without introducing glare on surfaces providing pleasant work areas. We choose finish materials and planting that is healthy and vibrant; which are attractive, practical and require minimal maintenance. The technology should be functional, easy to use and easily accessed when requiring service.

IBI designs consider not only what is needed today, but are flexible and adaptable for potential future changes. Outstanding design is the seamless integration of programmatic criteria, technical systems, quality construction that is composed in a pleasing composition which creates an environment that will provide the facility to achieve the District Vision and Mission of the Rose Avenue – The School of Science and Wellness .

Next Generation Learning

Next generation learning, when deeply explored, challenges traditional school organization, roles of teachers, learning activities of students, parent/community relationships, and expectations for access to technology. Schools need to adapt their programs, organization, and classroom deliveries to instill the values and skills needed for success in the 21st century, and to be relevant enough to fully engage our current technology-bred students.

Research in life-long success indicates that our traditional focus of school core subjects, are still important but are no longer sufficient for success in the changing world. Instead, students need to learn the skills critical to navigating and succeeding in the new socio-economic landscape where change is the byword.

Students must be global learners which will enable them to live and work in this flat world. Education for the 21st century includes creative thinking, critical thinking and problem solving, communication, and collaboration skills, learned in an environment that fosters social/emotional skills development, healthy risk taking, and an understanding of the global connections to individual actions.

Next Generation Facilities

Facilities promote educational delivery. Key qualities of 21st century facilities include relationship building; intentional positioning of people; and purpose to create strong connections. Strategies include:

- Small Learning Communities
- Teacher Collaboration Centers
- Distributed leadership and guidance
- Looping of teachers with students
- Personalized/student-centered learning, empowering the multiple intelligences of the student as worker with the right tools for learning
- Brain-based furniture, designed for movement, individual learning preferences, and personal fit

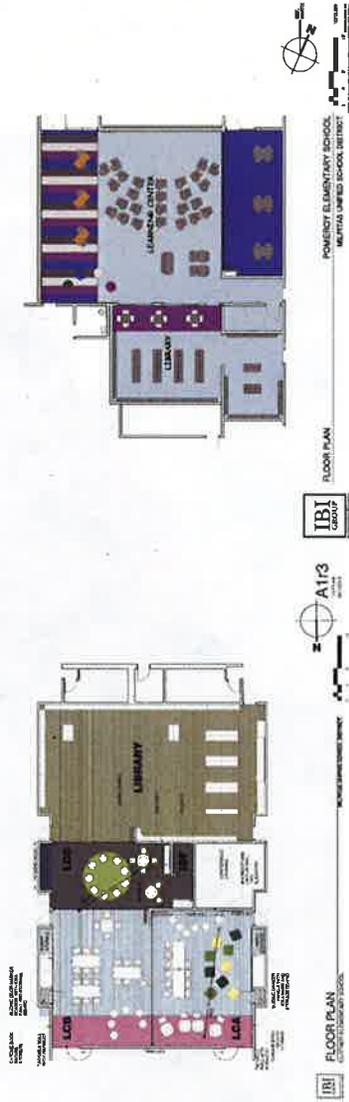
- Variety of spaces to support multiple learning modalities, since different students learn best in different ways and effective educational delivery needs purposeful environments. These include:
 - Reflective spaces, collaborative spaces, performance spaces
 - Small group, large group spaces
 - Technology rich spaces
- Flexible platforms for continued change, including: Agile school organizational structures (departmental, thematic, Small Learning Communities) without physical change, and often simultaneously
 - Agile spaces for learning, with multiple connections and possible interpretations
 - Interdisciplinary connections supported through strategic positioning of functions
- Foster communication and collaboration:
 - Team teaching spaces for two, three or four synchronous teachers
 - Teacher planning centers, small group rooms
- Support active/applied learning with technology and places to make things
- Make learning visible through visual connections and display of student work
- Collaboration and communication: strategic positioning of teachers to stimulate working together
- Expression of the school's enduring signature through the architecture to foster continued identity and spirit
- Ideally our educational facilities and furniture should be responsive, flexible and be a spark for our students in our ever changing world.



**CURTNER/POMEROY
LEARNING CENTERS**

At Curtner and Pomerooy Elementary Schools previously used spaces were converted into new Learning Centers where blended learning can take place in a visually open space and loosely supervised setting. Learning Centers are large enough to hold 60 – 90 students. Spaces can be modified for individual student learning or small to medium size groups. Centers include mobile and flexible furnishings meant to encourage collaboration and interaction, tackable surfaces or sliding marker board walls entirely covered with painted whiteboard surfaces that are low to the ground where children work standing or sitting, portable whiteboard panels for spontaneous use and wireless technology, mobile devices and laptops are available as well as large long throw projectors.

MULTIS UNIFIED SCHOOL DISTRICT COMPLETED 2016





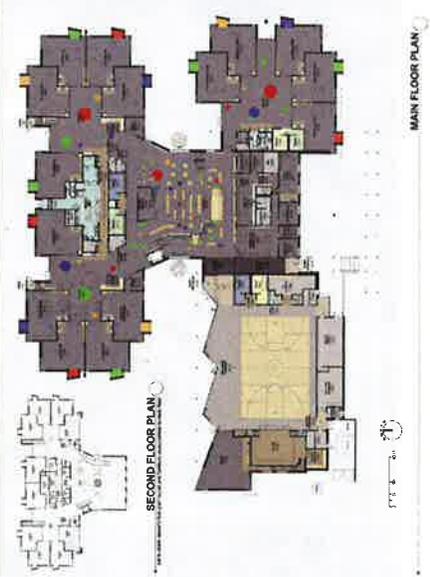
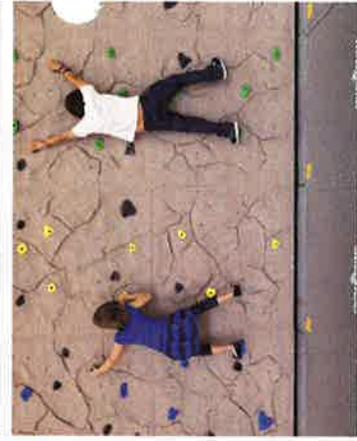
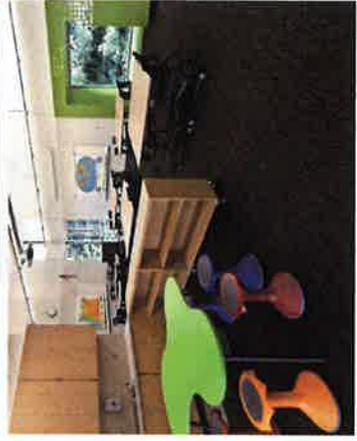
TRACE ELEMENTARY SCHOOL CLASSROOM BUILDING AND MEDIA CENTER

Architects destroyed the Main Classroom Media Center at Trace Elementary School in July of 2010. The new Trace Elementary School has a total of 18 classrooms, a media center/library and support spaces. The new building is "single loaded" with circulation on one side only, toward the interior of the campus with exit stairs located at each end of the building and an elevator centrally located. The linear formation allows the building to take advantage of the northern sun while shedding the heat from the southern sun. The new classroom building created a new entry to the campus, while creating a waiting/pick up area at the street side, it also opens the campus core for improved circulation and visibility while forming a new campus quad.

SAN JOSE UNIFIED SCHOOL DISTRICT COMPLETED 2016



TRILLIUM CREEK PRIMARY SCHOOL
 Trillium Creek is a new primary school named for the headwaters of a creek that begin within its schoolyard. This school embraces multiple elements of sustainable design and presents unique features that support student learning. Heavily guided by a strong student voice, this child-centric design combines individual learning space opportunities with a collective transparency that connects students and teachers to the work of learning and teaching. The multidimensional library and its corkscrew slide remind us that research and inquiry is about wonder and curiosity.

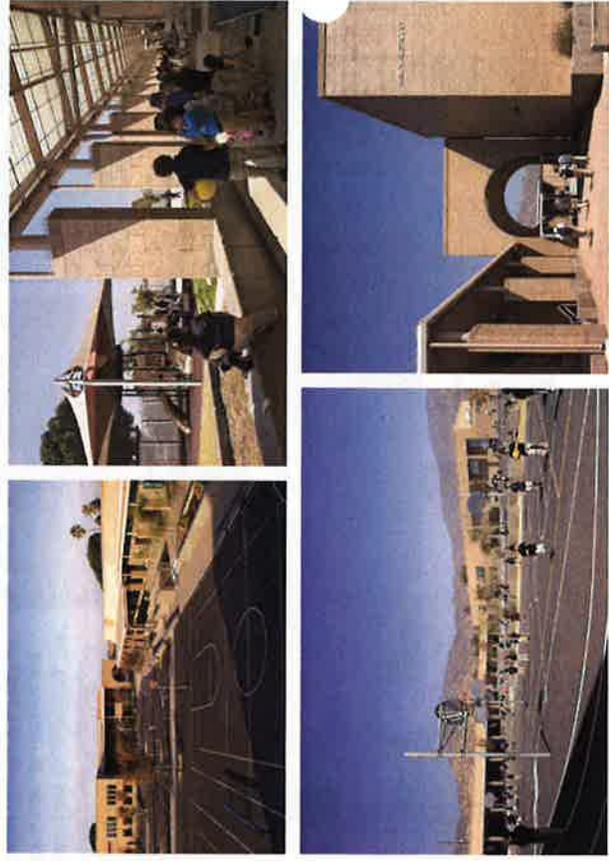
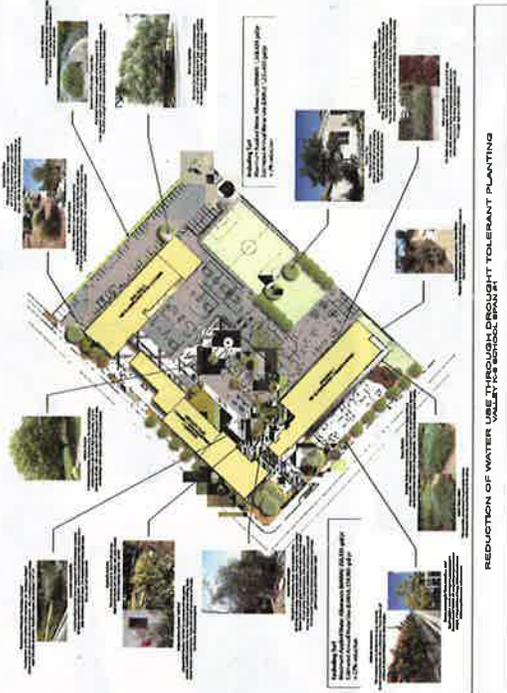




**SYLMAR LEADERSHIP ACADEMY
K-8 SPAN SCHOOL**

This project was designed for 2 small learning communities, one each for grades K-5 and 6-8. The Facilities are sized for each group of students with adjacent play areas sized accordingly. This project is located in a semi-rural community with a dedicated perimeter horse paths. The school presents a welcome face to the street while providing a secure internal environment for the students. The school is highly sustainable. The project achieved 38 CHPS points and has been awarded HPI grant augmentation. The roof is designed for the future installation of photovoltaic panels.

LOS ANGELES UNIFIED SCHOOL DISTRICT COMPLETED 2014





**FERN ELEMENTARY SCHOOL
MODERNIZATION AND TWO-STORY
CLASSROOM ADDITION**

An existing campus with historical significance; a new building was designed to blend with the mission character of the original structures. The new building was designed using passive ventilation and respecting and complementing the existing historic building. A central courtyard was added with an outdoor amphitheater creating a cohesive campus atmosphere. The overall scope of the project consisted of the modernization of the existing Administration and Classroom Buildings, inclusive of new restrooms and an elevator as well as the addition of a two-story Classroom/Multipurpose Building. The comprehensive modernization work was designed to blend with the historical mission revival character of the existing campus.

TORRANCE UNIFIED SCHOOL DISTRICT COMPLETED 2012



The second phase of the work included a new classroom and multipurpose space building. The building's details, massing and materials reference the historical style and respond to the scale and desires of the neighborhood. The design progressed through a series of community workshops that engaged the neighbors, school staff and parents.



Similar Project Experience

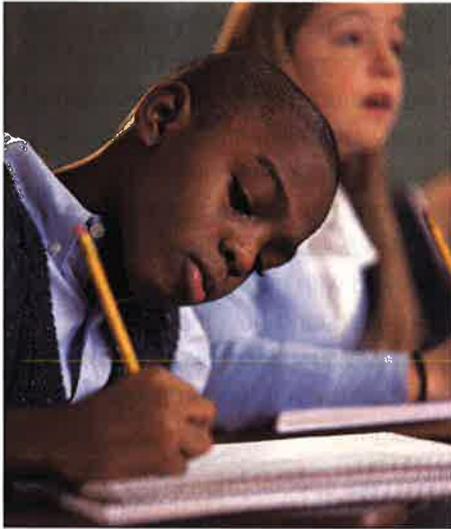


Public education for future generations challenges us to look beyond traditional forms of learning and teaching to envision learning communities that enable educators to collaborate, share best practices and integrate “Next Generation” skills into classrooms. This means creating relevant, real world, “Next Generation” environments with accessible learning tools, technologies and resources that expand community and international involvement in learning, both face-to-face and online; architectural designs that support group, team and individual learning. We have worked with numerous Districts to understand how they want to deliver educational experiences and respond with the appropriate facility design.

We take special pride in our experience and success with our process. Our integrated collaborative process will involve the educational stakeholders of the Oxnard Community to ensure that the Rose Avenue K-5 Replacement School will be a source of pride and instill ownership for those who live, learn, work and play around this Community Resource.



General Information



IBI Group is an experienced group of team leaders and design professionals. This team combines a recent history of developing educational facilities on existing campuses and the research and development of next generation learning environments. We are developing educational environments that are focused on the learner and the shift to agile individualized learning methods.

IBI Group has successfully created many custom, tailor-made design solutions for our clients (design team partners). These solutions and systems respond to the specific conditions, programmatic inputs, and the character of the campus environment and community. Our common goal is to make the socio-academic experience the most rewarding learning one possible through innovative program resolution, a supportive and involved community, dedicated staff and parents, and facilities that not only house activities, but support and reinforce your educational efforts.

Our mission at IBI Group is to collaborate with Oxnard School District to transform your District's vision, goals, and priorities into reality. We will work diligently to make this happen for you, your students, and the community, from the cities of Oxnard, Port Hueneme and the unincorporated counties of Ventura. We recognize the challenges facing Oxnard School District to develop next generation learning facilities for over 17,000 students from Pre-K-8th grade.

Our intent is to support the Oxnard School District on all your projects whether they are small capital improvements projects and services, or large capital improvement projects. IBI Group is qualified to providing you Architectural and Engineering services for site analysis, future/long-term/short-term planning, designing services for either existing facilities or new facilities, ADA transition plans or any other sequencing of facilities improvements.

IBI Group previously completed 12 projects for Oxnard School District. The project scope ranged from 3 new elementary schools, major modernizations, fire alarm alternations to class size reduction portable classrooms on 14 campuses. 11 of the 12 projects are closed and certified #1. For the 12th project, all information to assist the District for close out certification was given to the District in March 2016.



Defining the Cities of Tomorrow

Intelligence: communications systems design, software development, safety and security, systems integration

Buildings: building architecture, interior design, landscape architecture, building engineering (mechanical, structural, electrical)

Infrastructure: planning, urban design, transportation, and engineering

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IBI Group
4119 Broad St. Suite 210
San Luis Obispo, CA 93401

tel 805-546-0433
fax 805-546-0504

May 12, 2017

Oxnard School District
Caldwell Flores Winter Inc.
Attn: Jeremy Cogan, Assistant Vice President
RE: Rose Avenue K-5 Reconstruction

Thank you for this opportunity to submit our proposal for architectural services. Oxnard School District is in a unique and exciting time with an incredible opportunity to shape the future of education and facilities to benefit the Oxnard community.

We understand that Rose Avenue Elementary School will be reconstructed on the east end of the campus which will allow the existing facility to remain until the construction is complete. IBI Group proposes to design a campus comprised of building layouts previously constructed with site adaptations to respond to the District's educational goals, neighborhood aesthetic and in accordance with the 2016 California Building Code. To that end, we offer the following strengths and expertise:

Experience and Performance: IBI Group is at the forefront of K-12 educational design both locally in California and around the world. We have a proven history of success. The firm offers a practical approach to producing workable solutions for your facilities – results that are reliable.

Next Generation Education: IBI Group supports this process of contextual and relational learning through our pursuit of designing facilities and campuses for the next generation of learners to thrive.

Local Knowledge: Your Principal Architect and Project Director/Manager have worked on projects for the Oxnard School District and surrounding communities since the late 1980's.

Capacity, Capability, and Commitment: The IBI Group Team has the resources and specialized experience readily available to accomplish this project for OSD. We are committed to being your architects and planners for this project and beyond and pledge our full resources for the purpose of accomplishing your goals.

Listen: IBI Group is the team that listens and puts your needs above all else.

Our Conceptual Design response for the reconstruction of Rose Avenue K-5 shows you that we are that architectural and planning team. You will see in the following pages that IBI Group has extensive experience in creating custom solutions that reflect the unique requirements of the Districts we serve.

Our personal promise is to listen to your needs, your desires, your concerns, and your unique challenges. We hope to be your partner in developing a project that is uniquely yours. When it comes to the educational environment, this is who we are. This is what we do best. This is why we have been passionate about designing educational facilities for 40+ years.

We look forward to meeting with your team to discuss how we can best work together.

Sincerely

A handwritten signature in blue ink, appearing to read 'Craig Atkinson'.

Craig Atkinson, AIA, NOMA, LEED AP
Principal Architect
Southern California Education Sector Lead

A handwritten signature in blue ink, appearing to read 'Bill Tuculet'.

Bill Tuculet, AIA
Principal Architect/Design

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 "D"
DELIVERABLES

(1) Schematic Design Phase

Deliverables and No. of Copies:

- (a) Schematic Design Submittal Package - 6 copies
- (b) Cost estimates - 4 copies
- (c) Design Checklist - 2 copies

(2) Design Development Phase

Deliverables and No. of Copies:

- (a) Rendered perspective drawings - 6 copies
- (b) Color/Material Boards - 2 copies
- (c) Design Development drawing submittal - 4 copies
- (d) Outline Specifications - 4 copies
- (e) Cost Estimate - 4 copies
- (f) Design Checklist - 4 copies
- (g) Project scale model, for additional fee, if requested by the District.

(3) Construction Documents Phase

Deliverables and No. of Copies:

- (a) Fifty percent (50%) submittal - 4 copies

four (4) prints of the fifty percent (50%) working drawings, three (3) specifications, and three (3) cost estimates.
- (b) Ninety percent/DSA Submittal - 4 copies

four (4) prints of the ninety percent (90%)/DSA Submittal working drawings, and three (3) equipment cut sheets.
- (c) Statement of requirements for testing and inspection of service for compliance with construction documents and applicable codes -2

(Submit with DSA Submittal)

- (d) One hundred percent (100%)/DSA Approved submittal - 4 copies

four (4) prints of the DSA Approved one hundred percent (100%) working drawings, three (3) specifications, one (1) engineering calculation and three (3) cost estimates.
- (e) Electronic file copy of DSA Approved CD drawings and specifications on CD- 1 copy (in PDF and CAD format)
- (f) Design Checklist - 2 copies
- (g) A statement at each stage of CD review indicating any authorized changes made to the program from the last submittal and the cost impact of such changes on the previously approved Construction Budget - 2 copies

If no program changes occur but shifts of costs occur between disciplines, identify for District review. (Submit with all submittals, 50, 75, 100%)

EXHIBIT "E"

INVOICE APPROVAL LETTER & BILLING COVER SHEET

Date: MM/DD/YYYY

Project: Reconstruction of Rose Avenue K-5 School

Consultant: IBI Group

IBI Group has submitted Invoice No. 123456 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, is an accurate representation of the work completed for the phase identified in the invoice, and that the invoice submitted does not include any charges for services that have been previously paid, or rejected by the District and/or CFW.

IBI Group

Date

The invoice has been reviewed by the following and is recommended for payment:

Caldwell Flores Winters, Inc.

Date

Oxnard School District

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

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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. Victor Torres

Date of Meeting: September 22, 2021

Agenda Section: Section D: Action Items

Approval of a Variable Term Service Waiver in Speech Language Pathology for the 2021-22 School Year for Alexa Hanson (Torres/Batista)

The District is recommending that the Board of Trustees approve this action item for a Variable Term Service Waiver in Speech Language Pathology, as described under Education Code: 44265.3, for Alexa Hanson to serve as a Speech Language Pathologist for the 2021-22 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 of Human Resources and the Director, Certificated Human Resources, that the Board of Trustees approve the Variable Term Service Waiver in Speech Language Pathology, as presented.